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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (52.203-11) (SEPT 2007)**

- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) *Certification.* The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) (FEB 2009)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **541512- (Information Technology Services)**
- (2) The small business size standard is **\$25.0M**
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[Offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.3 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery

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data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

- (b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*Offeror check appropriate block*]—

- ☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
- ☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

- (c) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of the data should a contract be awarded to the Offeror.

(End of Provision)

K.4 ECONOMIC PURCHASE QUANTITY – SUPPLIES (52.207-4) (AUG 1987)

- (a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

- (b) Each Offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

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Offeror Recommendations
Item Quantity Price Total
Quotation

- (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

K.5 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (52.227-15) (DEC 2007)

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (Offeror check appropriate block)--

() None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

() Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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- (d) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of the data should a contract be awarded to the Offeror.

(End of Provision)

[END OF SECTION]

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR provisions: <http://www.arnet.gov/far/>

NASA FAR Supplement provisions: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

MSFC provisions can be found at: http://ec.msfc.nasa.gov/msfc/msfc_uni.html

(End of Provision)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

- | | |
|-----------|---|
| 52.204-6 | Data Universal Numbering System (DUNS) Number (APR 2008) |
| 52.211-14 | Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008) |
| 52.214-34 | Submission of Offers in the English Language (APR 1991) |
| 52.214-35 | Submission of Offers in U.S. Currency (APR 1991) |
| 52.222-24 | Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999) |
| 52.252-5 | Authorized Deviations in Provisions (APR 1984) |

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

- | | |
|-------------|--|
| 1852.219-73 | Small Business Subcontracting Plan (MAY 1999) |
| 1852.219-77 | NASA Mentor-Protégé' Program (MAY 1999) |
| 1852.227-71 | Requests for Waiver of Rights to Inventions (APR 1984) |
| 1852.227-84 | Patent Rights Clauses (DEC 1989) |

(End of Provision)

SECTION L

L.2 SCHEDULE FOR RELEASE OF THE REQUEST FOR PROPOSAL (RFP)

The Government anticipates releasing the final RFP on or about **July 1, 2009**.

(End of Provision)

L.3 COMMUNICATIONS REGARDING THIS SOLICITATION

(NOTE: This provision applies to the final RFP only)

Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative.

NASA George C. Marshall Space Flight Center
Attn: PS31/IS60 Vann R. Jones
Intergraph Building 600 Annex
296 Cochran Road SW
Huntsville, AL 35824
Phone: (256) 961-1625
vann.jones@nasa.gov

The contents of the final RFP should be carefully reviewed to assure that all requirements for proposal data, detail, and supporting rationale are fully met. In order to expedite the acquisition process, written questions to the Government regarding this solicitation shall be received no later than 12:00 p.m. (Noon) (CDT local time) 14 calendar days after the official release of the final RFP. The Government is not obligated to answer questions received after this time. All answered questions will be addressed in solicitation amendments posted on NAIS and http://ec.msfc.nasa.gov/apt/portal_acquisitions.htm.

All questions must be submitted in writing; oral questions will not be accepted. Facsimile questions are not authorized. Only questions submitted via e-mail or through the U.S. Postal Service will be accepted.

(End of Provision)

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L.4 PHASE-IN

The Government requires phase-in costs to be priced separately. A separate Purchase Order utilizing Simplified Acquisition Threshold (SAT) procedures] obligating up to 60 calendar days of start up and phase-in effort (See Clause **F.6**) will be issued. A limit of \$100,000 will apply to phase-in costs. However, the Offeror is required to provide price detail (located in Attachment **L-A5**, *Tab L*) for the Phase-In work. This detail will assist the Government in evaluation of the contractor's execution of Phase-In activities.

The Offeror shall have up to 60 work days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the PWS. It is understood that during phase-in the predecessor contractor(s) will be performing the work described in the PWS.

On May 1, 2010, the Offeror shall assume full responsibility for the effort covered by the PWS.

During phase-in the Offeror shall:

- (i) Participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and
- (ii) Perform all activities described in the Offeror's phase-in plan submitted with its proposal and all activities necessary to ensure effective transfer of all effort from the predecessor contractor(s) and readiness to assume full contract performance. As part of phase-in activities, the Offeror shall provide the following: 1) Final Safety, Health and Environmental Plan (see DRD 1293SA-001); 2) Organization Conflict of Interest Mitigation Plan (see DRD 1293MA-008); 3) Badged Employee and Remote IT User Listing (see DRD 1293MA-002); 4) Position Risk Designation for Non-NASA Employees (see DRD 1293MA-005); and 5) qualified staff available, badged (in accordance with the Personal Identity Verification (PIV) Procedures provided in Attachment **J-15**), and ready to assume performance.

The Offeror shall submit a contract Phase-In Plan as part of its proposal. The plan shall address the Offeror's approach to Phase-In sufficient to ensure continuity, smooth transition with the incumbent contractors during the Phase-In period, and full operational readiness at contract start.

The Offeror shall invoice the Government for phase-in activities only at the completion of the Purchase Order. The Government's obligations under this contract will not commence until after the successful completion of the separate phase-in Purchase Order.

(End of Provision)

NOTE: The Contract Phase-In Plan shall be included in Volume I, *Mission Suitability*. This plan will be evaluated as part of MA5, *Phase-In Plan*, under the Mission Suitability Factor.

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L.5 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (FAR 52.215-1) (JAN 2004)**(a) Definitions. As used in this provision—**

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.**
 - (1)** Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2)** The first page of the proposal must show—
 - (i)** The solicitation number;
 - (ii)** The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

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- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be

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withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, *Facsimile Proposals*. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, *Evaluation of Foreign Currency Offers*, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
 - (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.

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- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.
 - (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation,

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applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) (ALTERNATE IV) (OCT 1997)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide information as described below in the Price Proposal Volume Instructions per Provision **L.31**.

(End of Provision)

L.7 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of one Firm-Fixed Price contract (FFP), with an Indefinite Delivery/Indefinite Quantity (ID/IQ) provision as a result of this solicitation.

(End of Provision)

L.8 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)

- (a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished to professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, Offerors will submit a Total Compensation Plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
- (b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will

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be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

- (c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.
- (d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of Provision)

NOTE: The Total Compensation Plan is a requirement included under **Subfactor MA4: Compensation and Retention**, of the Mission Suitability Factor, and will be evaluated there.

L.9 DETERMINATION OF COMPENSATION REASONABLENESS (NFS 1852.231-71) (MAR 1994)

- (a) The proposal shall include a Total Compensation Plan (TCP). This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of them. The TCP shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, *Evaluation of compensation for Professional Employees*.
- (b) The service provider shall provide written support to demonstrate that its proposed compensation is reasonable.
- (c) The service provider shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.
- (d) The service provider shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (A) through (C) of this provision.

SECTION L

(End of Provision)

NOTE: The Total Compensation Plan is a requirement included under **Subfactor MA4:** Compensation and Retention, of the Mission Suitability Factor, and will be evaluated there.

L.10 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

NASA George C. Marshall Space Flight Center
Attn: PS31/IS60/Vann R. Jones
Intergraph Building 600 Annex
Huntsville, AL 35824
Phone: 256.961.1625

- (b) The copy of any protest shall be received in the office designated within one day of filing a protest with the GAO.

(End of Provision)

L.11 SERVICE CONTRACT ACT

This solicitation and resulting contract are subject to the statutory provisions of the Service Contract Act of 1965, as amended, (Contract Clauses 52.222-41), and the implementing regulations of the Act outlined in Title 29 Code of Federal Regulations, Part 4.

The prospective Offeror is liable for the proper interpretation, application, implementation, and administration of the mandatory provisions of this Act. Therefore, it is imperative that the prospective Offeror take appropriate action when preparing its proposal to assure compliance and ensure that corporate policies are congruous with the spirit and intent of the law. Furthermore, the prospective Offeror shall demonstrate a clear understanding of the minimum mandatory Service Contract Act requirements.

(End of Provision)

L.12 SUMMARY OF DEVIATIONS/EXCEPTIONS (MSFC 52.215-90) (APR 1987)

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The Offeror will explain any exceptions (including deviations and conditional assumptions) taken with respect to this RFP. Any exceptions must contain sufficient amplification and justification to permit evaluation. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions or one or more significant exceptions not providing any obvious benefit to the Government may, however, result in rejection of such proposal(s) as unacceptable. Highlight exceptions in the margin of the proposal where they appear in the text.

(End of Provision)

L.13 SITE VISIT (FAR 52.237-1) (APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

L. 14 SITE VISIT SCHEDULE (MSFC 52.237-90) (FEB 2001)

___ Site visits may be arranged as follows:

X Site visits are planned as follows:

Monitor the I³P website at: <http://i3p.nasa.gov> for information regarding the EAST site visit.

At the conclusion of this tour, comments and questions regarding the tour or the draft RFP shall be submitted through the I³P website: <http://i3p.nasa.gov> no later than three business days after the tour. Questions from potential Offerors will not be identified by company name in the Government's reply.

(End of Provision)

L.15 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) Definitions. As used in this provision—

1. "Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act.
2. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

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- (b) For any proposed hours against which an uncompensated overtime rate is applied, the service provider shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
- (c) The service provider's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
- (e) The service provider shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of Provision)

L.16 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any FAR or NASA FAR Supplement provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

L.17 AVAILABILITY OF DOCUMENTS INCORPORATED BY REFERENCE

The documents that have been incorporated by reference in this solicitation may be obtained as indicated below:

- (a) I³P EAST Acquisition Website Portal:
http://ec.msfc.nasa.gov/apt/portal_acqDetails.php?acqNum=2
- (b) MSFC Integrated Document Library: <http://midl.msfc.nasa.gov/>
- (c) Federal Acquisition Regulation and NASA FAR Supplements: (See Provision **L.1**)

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- (d) NASA Directives and Requirements: http://nodis.hq.nasa.gov/search_ft.cfm

(End of Provision)

L.18 PROTESTS TO NASA (NFS 1852.233-70) (OCT 2002)

Potential bidders or Offerors may submit a protest under 48 CFR part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or Offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of Provision)

L.19 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998)

- (a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation. There are no page limitations for the contract volume or the price volume. The price proposal is strictly limited to price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

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**Proposal Page Limitations
Table L.19-1**

Volume	Volume Proposal Page Limit	Page Guidelines
Volume I – Mission Suitability Factor/ Key Personnel Resumes	Not-to-Exceed 250 pages(Firm)	Specific Page Guidelines Within the 225 Page Limit: <ol style="list-style-type: none"> 1. Key Personnel position descriptions, Resumes (see Attachment <u>L-C</u>, <i>Form C1</i>, should not exceed 3 pages per Resume), and Job Descriptions/Qualification Forms (See Attachment <u>L-C</u>, <i>Form C2</i>, not to exceed 15 pages total) 2. Draft On-Site Safety and Health Plan per DRD 1293SA-001, <i>Safety, Health and Environmental (SHE) Plan</i> (15 pages max) 3. Small Business Subcontracting Plan required by Attachment <u>J-7</u> (20 pages max) 4. Phase-In Plan (10 pages max) 5. Application Point Capacity Management Plan per DRD 1293MA-007 (30 pages max)

**Proposal Page Limitations
Table L.19-1 (cont'd)**

Volume II- Price Proposal	Unlimited	
Volume III- Past Performance Factor	Not-to-Exceed 30 pages (Firm)	Attachment <u>L-C</u> , <i>Forms C3 and C4</i> , plus separately submitted Customer-provided questionnaires which do not count in the page limit
Volume IV – Completed Model Contract, Signed SF33's, and Section K Certifications	Unlimited	

- (b) A page is defined as one side of a sheet, 8 ½" x 11", with at least one inch margins on all sides using not less than 12 point type Times New Roman font for standard text with normal kerning (spacing between individual characters). The proposal text shall be printed on non-glossy white paper. Non-standard text, including graphics, charts, tables, and callouts, shall use no smaller than 8-point type Times New Roman font. Foldouts

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count as an equivalent number of 8 1/2" x 11" pages and shall be printed on one side only. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Use of non-standard text should be used only where appropriate. Non-standard text shall not be used to avoid the RFP page limitations (e.g., providing all information in table format using 8-point font). If an Offeror cannot use the specified Times New Roman font/size, they shall contact the Contracting Officer to request approval of an alternative font/size. Illustrations, charts, etc., are all included in the limitation total.

- (c) Each volume shall contain a page numbering convention. For the proposal sections subject to the page limitations, the Offeror shall consecutively number the pages subject to the limit, starting with "1".
- (d) If final proposal revisions are requested, separate page limitations will be specified in the subsequent Government request.
- (e) **NOTE:** Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror.
- (f) Exclusions from Page Limitations:
 - 1. Title pages, tables of contents, overall proposal cover page, and divider pages (pages for division of proposal parts with no narrative text) are excluded from the page count specified in paragraph (a) above.
 - 2. While Volume II has no page limit, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that volume's page limitation.
- (g) Material deemed to belong in other volumes will be treated as such and placed at the end of the appropriate volume for purposes of (e) above.
- (h) The key personnel résumés shall be included behind the Mission Suitability Factor proposal, as required in Volume I and in accordance with the page limits as set forth in paragraph (a) above.

(End of Provision)

L.20 RESERVED

L.21 RESERVED

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L.22 SAFETY AND HEALTH PLAN (NFS 1852.223-73) (NOV 2004)

- (a) The Offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the Contracting Officer, will be included in any resulting contract as Attachment **J-12** in Section J.

(End of Provision)

NOTE: The Safety and Health Plan is a requirement included as Subfactor SH1: Environmental Safety and Health, under the Mission Suitability Factor, and will be evaluated there.

L.23 SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS, HISTORICALLY UNDERUTILIZED BUSINESS ZONE BUSINESS, SERVICE-DISABLED VETERAN BUSINESS AND HISTORICALLY BLACK COLLEGES AND UNIVERSITIES/OTHER MINORITY INSTITUTION CONCERNS PARTICIPATION IN SUBCONTRACT ARRANGEMENTS AND SUBCONTRACTING GOAL (NEGOTIATIONS)

- (a) The Offeror, if other than a small business concern, must submit a subcontracting plan in accordance with the clause 52.219-9, Small Business Subcontracting Plan, Alternate II, including subcontracting goals for the following categories as follows:

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Small Business Contract Goals
Table L.23-1

Categories	% Goals
Small Business Concerns	18.00%
*Small Disadvantaged Business Concerns (Includes SDBs in both target and non-targeted areas.)	8.00%
Women-Owned Small Business Concerns	5.00%
Historically Under-Utilized Business Zone Small Business Concerns	3.00%
Veteran-Owned Small Business Concerns	2.00%
Service Disabled Veteran-Owned Small Business Concerns	1.50%
Historically Black Colleges and Universities/Other Minority Institutions (HBCU/OMI)	1.00%

- (b) The goals for SDB, WOSB, HUBZone SB, SDVB, and HBCUs/OMIs, while stated separately as a percentage of the total contract value, are subsets of the overall SB goal. Offerors shall make an independent assessment of the small business subcontracting opportunities and are encouraged to propose on exceeding the stated goals where practical. The percentage goals are expected to flow down to first tier large business subcontractors who are encouraged to meet or exceed the stated goals.
- (c) In accordance with provision K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) (JAN 2006) NASA/MSFC has established a NAICS code of 541512 with a size standard of \$25M. The MSFC Small Business office utilizes the North American Industry Classification System (NAICS) in determining the size standard for classifying a business as large or small on its requirements. These standards may be found at: <http://www.sba.gov/size/index/tableofsize.html>
- (d) The specified NAICS code for this acquisition applies to the prime contractor only and represents the overall or dominant segment of the requirement, which may or may not apply to other task/work areas under the direct or subcontracted portion of the statement of work. The prime contractor has the latitude to determine the NAICS codes that will be utilized for the work areas that will be subcontracted. As such, each subcontractable area stands alone, and shall be assigned the same or a separate NAICS code with corresponding size standards after individual and separate assessment of the specifics of that subcontracted work segment. Therefore, the NAICS codes to be utilized depend on the area a prime chooses to subcontract.
- (e) Every proposing team can have a different NAICS code for its team members depending on how each team has structured the division of the work. In a large requirement, depending on the area a prime chooses to subcontract, numerous areas may fit under codes having larger standards and some may fit smaller standards. A situation may arise where a prime contractor decides to subcontract several differing work areas to one small business. In this situation, the correct NAICS code to be utilized would be assigned to the piece of work representing the largest percentage of the work to be subcontracted. It is possible for a single small business company to count against more than one category.

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For instance, a particular small business may be located in a HUBZone, be a certified small-disadvantaged business, and be woman-owned. In such a case, it would count against each of these goals as well as the overall small business goal.

(End of Provision)

L.24 PROPOSAL FORMAT

- (a) The proposal shall be submitted in loose-leaf binders with each section appropriately tabbed and identified, and organized into four volumes as indicated in Provision **L.19**, Proposal Page Limitations. Each volume shall stand-alone, provide complete coverage of the topic, and include responses to each item described in the proposal instructions. Each volume shall include a table of contents (excluded from page limitations) applicable to the volume for ready reference to key sections, figures, and illustrations. Volume I shall include a master table of contents (excluded from page limitations) for the entire proposal.
- (b) Copies of each volume shall be assigned a sequential number (e.g. Volume III, Copy 1 of 15). Offerors shall submit copies of each volume as follows:

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Proposal Copy Requirements
Table L.24-1

Title	Number of Copies
Volume I – Mission Suitability Factor	<u>Hardcopy(s)</u> 1 original plus 19 copies <u>Softcopy(s)</u> 2 copies CD/DVD (electronic format)
Volume II – Price Proposal	<u>Hardcopy(s)</u> 1 original plus 9 copies <u>Softcopy(s)</u> 2 copies CD/DVD (electronic format)
Volume III – Past Performance Factor	<u>Hardcopy(s)</u> 1 original plus 6 copies <u>Softcopy(s)</u> 2 copies CD/DVD (electronic format)
Volume IV – Completed Model Contract, Signed SF33's, and Section K Certifications	<u>Hardcopy(s)</u> 3 original <u>Softcopy(s)</u> 3 copies CD/DVD (electronic format)

- (c) In addition to hard copies, two soft copies of each volume shall be prepared and submitted in “Word for Windows,” versions Microsoft Word 2003-2007. Supporting price information included in the proposal shall also be provided electronically in Microsoft Excel (compatible with Microsoft Office XP Professional) spreadsheets. Information and shall be provided on quality, virus-scanned, virus-free CD-ROM (CD-R only) or DVD. One of the two copies shall be identified as backup. These disks will be used primarily to assist evaluators with focused (e.g. keyword) searches for information within your Technical Proposal. These disks will not be used to evaluate the proposal. Only the paper copy will be used for this purpose. PDF format is acceptable for graphics and photos only. Each electronic media provided shall have an external label affixed indicating: the name of the Offeror; the RFP number; and a list of the files contained on the electronic media. All electronic media shall be write-protected and submitted with write protection properly enabled. For electronic submissions, each volume of the proposal should be submitted as a separate electronic file. To the extent of any inconsistency between data provided on the electronic media and proposal hard copies, the hard copy data will be considered to be the intended data for evaluation purposes. Text, tables, and graphics shall allow for copy and paste into other applications. Supporting cost information included in the proposal shall also be provided electronically

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in Microsoft Excel spreadsheets. The cover sheet on each volume/copy shall indicate either “Original” or “Volume ___, Copy ___ of ___”.

- (d) All applicable certifications contained in Section K must be completed and returned with Volume IV. Include the completed Model Contract and signed SF33 in Volume IV. All required plans are to be included in Volume I.
- (e) Information in your proposal must be furnished entirely in compliance with these instructions and be complete within itself. The information requested and the manner of submission is essential to permit a prompt and thorough evaluation.

(End of Provision)

L.25 DUE DATE FOR RECEIPT OF PROPOSALS

- (a) The due date and time for receipt of proposals is as follows:

<u>Volume</u>	<u>Title</u>	<u>Date</u>	<u>Local Time</u>
III	Past Performance Factor and Customer Questionnaires	07/16/09	1:00 p.m.
I	Mission Suitability Factor	08/01/09	1:00 p.m.
II	Price Proposal	08/01/09	1:00 p.m.
IV	Completed Model Contract, Signed SF33's, and Section K Certifications	08/01/09	1:00 p.m.

- (b) Proposals shall be mailed to the address specified in Block 8 of the SF33. Proposals that are hand carried to the Government shall be delivered to NASA Enterprise Applications Competency Center (NEACC) located at Intergraph Building 600-Annex, 296 Cochran Road, Huntsville, AL 35824 prior to the times specified in paragraph (a). Offerors shall contact Vann R. Jones /256-961-1625 to coordinate the delivery of any proposal that will be hand carried.
- (c) Proposals received after 1:00 p.m. local time on August 1, 2009 will be processed in accordance with FAR Clause 52.215-1 “Instructions to Offerors – Competitive Acquisitions”.

(End of Provision)

L.26 SUBMISSION OF PROPOSALS BY COMMERCIAL CARRIER

Offerors are reminded that proposals may be sent by U.S. Postal Service. Clear and precise rules regarding the consideration of late submissions are set forth in solicitation provision 52.215-1,

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paragraph (c) (3) "Submission, Modification, Revision, and Withdrawal of Proposals." Offerors are further reminded that it is their responsibility to get proposals to the designated place on time. Proposals which are sent by commercial carrier are considered to be hand carried, and, if they are received late at the place designated in the solicitation, they will only be considered if it is shown that the sole or paramount cause for the late receipt was some Government impropriety.

(End of Provision)

L.27 PROPOSAL MARKING AND DELIVERY**1. Receiving Office**

The designated receiving office for proposals is NASA Enterprise Applications Competency Center (NEACC) located at Intergraph Building 600-Annex, 296 Cochran Road, Huntsville, AL 35824, Offerors must either deliver their proposal, modifications or withdrawals by U. S. Postal Service Mail or hand deliver (includes the use of a commercial delivery service). Regardless of the delivery method chosen, the proposal must be closed and sealed as if for mailing.

Proposals hand carried shall be delivered to: NASA Enterprise Applications Competency Center (NEACC) located at Intergraph Building 600-Annex, 296 Cochran Road, Huntsville, AL 35824, **between 9:00AM and 1:00PM CDT on July 30, 2009.** Past performance volume and separately mailed customer questionnaires are requested in advance, by 1:00 PM CDT on **July 16, 2009.** Upon arrival, Offerors shall contact the person below to accept delivery: Vann R. Jones @ 256.961.1625.

2. External Marking

[PLEASE NOTE THE ADDITIONAL MARKING REQUIREMENTS IN (b) IF A COMMERCIAL DELIVERY SERVICE IS USED]

The required mailing address/external marking for proposals is as follows:

NASA George C. Marshall Space Flight Center
NASA Enterprise Applications Competency Center (NEACC)
Attn: PS31/IS60/Vann R. Jones
Intergraph Building 600- Annex
296 Cochran Road SW
Huntsville, AL 35824
Phone: 256.961.1625
DRAFT RFP- **NNM09277065J**
PROPOSAL--DELIVER UNOPENED

(End of Provision)

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L.28 REQUIRED FORMS (52.253-90) (DEC 1997)

- (a) The form checked below is attached to the end of this solicitation and shall be submitted prior to award of any contract resulting from this solicitation, upon request from the responsible contracting office.

___ FAR 15.406-2 - Certificate of Current Cost or Pricing Data

- (b) The forms checked below are required to be submitted in the performance of any contract awarded as a result of this solicitation. Forms are available in Part 53 of the FAR or NASA FAR Supplement. An information copy of a form may be obtained from the responsible contracting office. See FAR 52.253-1 and 53.105(b) for information on the use of computer generated forms. See FAR 53.107(b) for information on obtaining multiple copies of forms.

___ SF 272 - Federal Cash Transaction Report

X SF 294 - Subcontracting Report for Individual Contracts

X SF 295 - Summary Subcontract Report

X SF 298 - Report Documentation Page

X SF 1034A - Public Voucher for Purchases and Services Other Than Personal

___ SF 1413 - Statement and Acknowledgment

___ SF 1414 - Consent of Surety

X SF 3881 - Payment Information Form ACH Vendor Payment System

___ NASA Form 533M - Monthly Contractor Financial Management Report

___ NASA Form 533Q - Quarterly Contractor Financial Management Report

X NASA Form 778 - Contractor's Release

X NASA Form 780 - Contractor's Assignment of Refunds, Rebates, Credits and Other Amounts

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- ___ NASA Form 1018 - NASA Property in the Custody of Contractors
- _X_ DD Form 250 - Material Inspection and Receiving Report
- _X_ DD Form 1149 – Requisition and Invoice/ Shipping Document
- _X_ DD Form 1419 - DOD Industrial Plant Equipment Requisition, if applicable.

(End of Provision)

L.29 GENERAL INSTRUCTIONS

The Government intends to make only one award as a result of this solicitation. The successful contractor shall be expected to successfully perform all elements of the Performance Work Statement (PWS) of the resultant contract within the negotiated firm fixed price. The Offeror should note that the full contract requirements are represented in two separate sections under Attachment **J-1**. Requirements specific to the EAST contract are defined in Attachment **J-1**. Cross Functional I³P Requirements that are applicable to all I³P contracts are defined in Attachment **J-1**, Appendix **A**.

Each Offeror is cautioned to submit its best and most realistic as well as most competitive proposal initially. An Offeror not submitting its best, most realistic, and most competitive initially could face non-selection in the event the Government makes an award from the initial proposals. An Offeror could also be removed from the competitive range, price and other factors considered, if other than its best, most realistic, and most competitive proposal is submitted.

The Offeror's proposal should be based on a 2-year base term, with one 2-year option, and one 1-year option, for a potential five (5) year term contract. (Also note there are two band options associated with the base term and each option period)

The Offeror's proposal shall be presented in the following manner:

Volume I - Mission Suitability Factor

Volume II - Price Proposal

Volume III - Past Performance Factor

Volume IV - Contract Volume

(End of Provision)

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L.30 VOLUME I - MISSION SUITABILITY PROPOSAL INSTRUCTIONS

The Mission Suitability Proposal must include a discussion of the Offeror's approach in a manner which shall demonstrate comprehension of the scope and requirements of the contemplated contract. The Mission Suitability Proposal should be specific, detailed, and complete so as to clearly and fully demonstrate that the Offeror understands the requirements and the inherent problems associated with the objectives of this procurement. Stating that the Offeror understands and shall comply with the requirements, or paraphrasing the requirements is inadequate, as are phrases such as: "Standard procedures shall be employed" and "Well-known techniques shall be used." The Mission Suitability Proposal must comprehensively explain how the Offeror proposes to comply with the applicable requirements, including a full explanation of the techniques and procedures the Offeror proposes to follow. Information previously submitted, if any, shall be considered only to the extent it is resubmitted. It may not be incorporated by reference.

All information submitted shall be current, specific, complete, and meet the requirements of the solicitation.

The Mission Suitability Proposal must include a discussion of the Offeror's approach to meeting the requirements of the contemplated contract. The Mission Suitability Proposal should be specific, detailed, and complete enough to clearly and fully demonstrate that the Offeror (1) understands the requirements and the challenges associated with the objectives of this procurement and (2) has the capability and relevant experience with regards to the technical requirements. The Mission Suitability Proposal must be sufficient as to how the Offeror proposes to comply with the applicable specifications, including a full explanation of the proposed techniques and procedures. Offerors are also required to refer to relevant experience, as it relates to techniques and procedures previously used, to the greatest extent possible to support/justify the inclusion of the proposed techniques/procedures.

The Offeror should prepare Volume I in accordance with the outline provided below:

Note: The outline is provided for use in organizing your proposal only and should not be construed as an indication of the order of importance or relative weighting within the individual mission suitability subfactors as there are no discrete point values attached to any of the subfactor elements.

Subfactor 1 - Management and Staffing Approach

- MA1 Management Strategy / Organizational Structure Approach
- MA2 Key Positions / Key Personnel Approach
- MA3 Staffing, Compensation, and Retention Approach
- MA4 Phase-In Plan
- MA5 I³P Integration Approach
- MA6 Management and Staffing Approach Risk Assessment

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Subfactor 2 - Technical Approach

- TA1 Sustaining Factory Operations Approach
- TA2 Improving Service Levels & Efficiencies Approach
- TA3 Factory Management Approach
- TA4 Application Functional Support Approach
- TA5 Information Assurance Approach
- TA6 Maintenance and Optimization of Key Platforms Approach
- TA7 Sample ID/IQ Task Order
- TA8 Technical Approach Risk Assessment

Subfactor 3 - Safety, Health and Environmental (SHE)

- SH1 Workplace Safety
- SH2 Safety, Health and Environmental Risk Analysis

Subfactor 4 - Small Business Utilization Subfactor (SB)

- SB1 Small Business Subcontracting
- SB2 Small Disadvantaged Business (SDB) Participation
- SB3 Small Business Utilization Risk Assessment

The Offeror's Mission Suitability proposal response indicates the Offeror's understanding of the requirements of the Performance Work Statement (PWS) and the NEACC factory model; provides the Offeror's plan for satisfying those requirements; and the likelihood that the plan will result in effective and efficient performance.

Subfactor 1 – Management and Staffing Approach**MA1 Management Strategy / Organizational Structure Approach**

The Offeror shall describe their Management Strategy/Organizational Structure Approach. The Offeror's Management Strategy/Organizational Structure Approach shall include the following:

- a. Proposed organizational structure, to include management structure, teaming relationships, and organizational elements. The Offeror shall describe the rationale for the organizational structure and shall indicate how the structure supports a logical, organized approach to the integrated planning, execution, controlling, and reporting of contract activities that support EAST Services.
- b. Approach for integrating teaming partners/subcontractors into the management and supervisory hierarchy.
- c. The proposed strategy for the customer relationship management function as described in PWS Section 2.1. Describe the success criteria for meeting the contract objectives and

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establishing a positive, productive working relationship between the Government and the contractor.

- d. Approach for preventing the loss of corporate knowledge and critical skills throughout the life of the contract and avoiding single points of failure.

MA2 Key Positions / Key Personnel Approach

The Offeror shall describe their Key Positions / Key Personnel Approach. The Offeror's Key Positions/Key Personnel Approach shall include the following:

- a. The Offeror shall propose up to ten (10) key personnel positions and explain why these proposed key positions are critical to the success of the contract. Clearly describe the function, responsibility, authority for each key position, and relationship to organizational structure. Clearly describe the minimum qualifications for each key position.
- b. The Offeror shall describe why the personnel being proposed for these positions are qualified and indicate the percentage of time each key person will devote to this position. Identify and provide resumes for the key personnel using Attachment **L-C**, *Form C1*, Key Personnel Position Description and Resume. (The Offeror shall insure that all key personnel references contain current phone numbers.) Provide the rationale for the selection of individuals designated as key personnel, including the appropriateness and reasonableness of these selections.
- c. The Offeror shall provide evidence of each individual's availability and commitment to work for the Offeror's organization, at the start of and for the duration of the contract. Provide signed letters of intent from all key personnel. Each letter of intent shall state whether the key person is being proposed as key personnel on any other concurrent proposal.
- d. The Offeror shall describe the approach for providing a backup for all key personnel. Describe techniques and approaches to be used for replacement of key personnel in the event of absences or vacancies to include a proposed strategy for limiting the impact to the Government.

MA3 Staffing, Compensation, and Retention Approach

The Offeror shall describe their Staffing Approach. The Offeror's Staffing Approach shall include the following:

- a. The Offeror shall describe its staffing plan for obtaining, utilizing and maintaining a qualified workforce for the contract. Detail the number of personnel per skill category and by organizational element for the total workforce. Identify the critical skills essential to successful contract performance. Offeror shall include in their staffing plan all major subcontractors.
- b. In addition to key personnel positions, the Offeror shall identify other critical management, administrative and technical functions considered requisite to the successful operation of the NEACC factory. Address the approach to recruit personnel for these critical functions.

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- c. The Offeror shall provide a table delineating sources of staffing. This table shall denote the percentage of the total workforce (including subcontractor personnel) that the Offeror intends to recruit from the following sources: (a) Offeror's own resources; (b) other divisions of the company; (c) incumbent contractor work force; and (d) outside recruitment, including subcontractors, consultants, and other.
- d. The Offeror shall provide a completed Job Description/Qualification (JD/Q) form (Attachment **L-C**, *Form C-2*) for each proposed job title (other than key personnel) to be used in the performance of the EAST contract.
- e. The Offeror shall discuss its approach for attracting and retaining incumbent personnel (including target capture rate) including its policy for dealing with seniority and recognition of seniority if incumbents are hired, including a statement regarding the Offeror's intent with respect to salaries/wages/fringe benefits to be paid to incumbent employees including accrued leave.
- f. The Offeror shall provide a Total Compensation Plan (TCP) in accordance with FAR 52.222-46, Evaluation of Compensation for Professional Employees, and NFS 1852.231-71, Determination of Compensation Reasonableness, that identifies and discusses wages, salaries, fringe benefits, and uncompensated overtime, when proposed, for professional employees and service employees for both the prime and subcontractors. The Completed Model Contract (Data Volume IV) must not include salary and fringe benefit price information, but should reference where the information appears in the Price Factor (Volume II). The TCP shall include recognition of differences in skills and complexities of disciplines. The Offeror shall discuss how the proposed compensation plan recognizes the differences in skill and complexities of varied disciplines as well as job difficulty.
- g. The Offeror shall describe the company's fringe benefit policies and practices for both full-time and part-time employees using Attachment **L-A3**, *Fringe Policy Questionnaire*. The Attachment **L-A3**, *Fringe Policy Questionnaire* should be included in the Price Volume.
- h. The Offeror shall describe its approach to handling the potential impact of different compensation structures where services provided by major subcontractors are similar to those provided by the Offeror.
- i. The Offeror shall discuss the approach to establishing a salary for each labor classification identified in Attachment **J-3**. The approach shall address the establishment of salary/wages reflecting the impact of employment tenure. Include supporting data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. Describe planned cost-of-living adjustments for exempt employees. Explain the formula used for computing the cost-of-living adjustments, if any, and the frequency of the adjustment.
- j. The Offeror shall discuss the approach for retaining critical personnel and managing attrition of key resources throughout the life of the contract.

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MA4 Phase-In Plan

The Offeror shall provide their Phase-In Plan for assumption of all on-going work under the EAST contract as described in Provision **L.4**, Phase-In. The Offeror's Phase-In Plan shall include:

- a. Strategy and approach for assuming all responsibilities as described in the PWS.
- b. Approach for implementing all proposed processes and strategies.
- c. Approach for the continuation of all work in progress and for assimilating all tasks into the EAST contract structure.
- d. Approach for assuming responsibility for NEACC maintenance and license agreements per Attachment **J-19**.
- e. Strategy and approach for integrating any Contractor systems with NASA's Enterprise Service Desk (ESD) and Enterprise Service Request System (ESRS) or other NASA systems.
- f. Proposed key milestones for the Phase-In and associated schedule (not to exceed 60 days).
- g. Approach for identifying, addressing, and dispositioning problems and issues associated with the Phase-In.
- h. Phase-In staffing approach and management team.

MA5 I³P Integration Approach

The Offeror shall describe their approach for implementing I³P Integration as defined in Appendix **J-1A**, *Cross Functional Requirements*, in support of the requirements defined Attachment **J-1**, PWS. The Offeror's approach shall include the methods for:

- a. Integrating the Offeror's Tier 2 Service Desk systems and processes with the Government's I³P Tier 1 Enterprise Service Desk (ESD).
- b. Integrating the Offeror's request fulfillment processes with the Government's I³P Enterprise Service Request System (ESRS).
- c. Leveraging ITIL Version 3.0 aligned processes to drive efficiencies, improve customer satisfaction, and achieve the transformation envisioned by I³P.
- d. Implementing a change to a configurable item that may impact other services or configurable items managed by one or more of the other I³P Providers.
- e. Aligning with NASA CIO governance, for ensuring an effective working relationship with the Government and other contractors, including but not limited to I³P contractors. This shall include the approach for establishing and executing Associate Contractor Agreements (ACAs).

MA6 Management and Staffing Approach Risk Assessment

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The Offeror shall submit a risk assessment for the complete Management and Staffing Approach subfactor. The analysis shall identify and discuss risk factors and include a approach to mitigate the impact of the identified risks.

Subfactor 2 – Technical Approach

TA1 Sustaining Factory Operations Approach

The Offeror shall describe their Sustaining Factory Operations Approach for the NEACC factory. The Offeror's approach shall include:

- a. A description of proposed end-to-end processes, techniques, and tools that enable the most efficient completion of incoming work items within the resource constraints of the factory.
- b. The method for managing Delivery Function (PWS 5.0) resources in a manner that accommodates fluctuations in normal and peak workload conditions across Applications Maintenance (PWS 3.1), Applications Enhancement (PWS 3.2) and ID/IQ Application Implementation (PWS 4.0) activities.
- c. A description of the methods for managing and optimizing technical operational processes to ensure application availability. This includes application monitoring, Tier 2 incident triage, event management, service restoration and root cause analysis.
- d. A description of the method for ensuring compliance with NASA standards (e.g., Section 508 of the Americans with Disabilities Act, Federal Desktop Core Configuration (FDCC), and Homeland Security Policy Directive-12 (HSPD-12)).
- e. The Offeror shall describe their Infrastructure Optimization Approach for continuously assessing, planning, proposing, and implementing upgrades/improvements to hardware, software, and services in order to ensure that service levels are met, prevent technological obsolescence, enable new technologies, improve performance, while gaining price efficiencies for all PWS requirements.

TA2 Improving Service Levels & Efficiencies Approach

The Offeror shall describe their Improving Service Levels & Efficiencies Approach for measuring and improving the quality and efficiency of the NEACC factory and EAST Delivery Functions (PWS 5.0). The Offeror's approach shall include a description of how their proposed efficiencies are reflected in the pricing of Applications Maintenance (PWS 3.1) and Applications Enhancement (PWS 3.2) by contract year.

TA3 Factory Management Approach

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The Offeror shall describe the proposed Factory Management Approach for implementing the requirements as defined in Attachment **J-1**, *PWS 5.1*. The Offeror's approach shall include:

- a. The method for leveraging Service Level Management capabilities and for measuring Service Level performance.
- b. The Draft Application Point Capacity Management Plan as defined in DRD 1293MA-006, *EAST Documentation/Reports Matrix, Application Point Capacity Management Plan*.
- c. An assessment of the effectiveness of the current NEACC Release Management processes (Refer to the EAST Background & Historical Reading Room, Document: EACC Enterprise Release Management Plan available on the EAST I³P website at: http://ec.msfc.nasa.gov/apt/portal_acqDetails.php?acqNum=2) and proposed approach with a timeline for improving those processes over time.
- d. The proposed method for meeting the requirements to maintain and execute test scenarios as described in PWS Sections 5.1.4.3, 5.1.4.5, and 5.2.3, as well as any proposed innovations to improve the overall quality and efficiency of application testing.
- e. The proposed method for ensuring the effectiveness of Contractor provided Solution Design services (PWS 5.1.5).
- f. The proposed method for assessing the effectiveness of the current promote-to-production application landscapes (instance strategy) (Refer to the EAST Background & Historical Reading Room, Enterprise Landscape Documents as well as the Document: EACC Enterprise Release Management Plan available on the EAST I³P website at: http://ec.msfc.nasa.gov/apt/portal_acqDetails.php?acqNum=2) and proposed approach with a timeline for improving the landscapes.
- g. The proposed method for managing documents and configuration information as described in PWS 5.1.6.

TA4 Application Functional Support Approach

The Offeror shall describe their Application Functional Support Approach for implementing the requirements as defined in Attachment **J-1**, *PWS Section 5.2*. The approach shall address how the Offeror will work with NEACC Business Process Support per the roles and responsibilities described in Attachment **J-17**, *NEACC Process Guidelines*.

TA5 Information Assurance Approach

The Offeror shall describe their Information Assurance Approach for implementing the requirements as defined in Attachment **J-1**, *PWS Section 5.5*. The approach shall include:

- a. A description of how these services will be optimized over time.
- b. A proposed method for meeting the requirements associated with Business Continuity and Availability in Attachment **J-1**, *PWS Section 5.5.4*. The described method shall include the methodology for determining which applications are most critical and for developing risk-based business continuity measures.

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TA6 Maintenance and Optimization of Key Platforms Approach

The Offeror shall describe their Maintenance and Optimization of Key Platforms Approach for maintaining, integrating and expanding the Enterprise Service Bus (ESB), Business Intelligence, and User Facing Web Infrastructure platforms going forward, given their key importance within the NEACC environment.

TA7 Sample ID/IQ Task Order

The Offeror shall describe their Sample ID/IQ Task Order Approach for implementing the sample ID/IQ Task Order listed below.

The Offeror's Sample ID/IQ Task Order Approach will be evaluated as part of this subfactor and shall be consistent with the Offeror's overall management, technical, staffing, and safety and health approaches. The Offeror is not to perform any actual scenario work or generate any deliverables, other than this response. The Offeror's approach shall include a task order plan for completing the Solution Assessment. The task order plan, as defined in Clause **H.25, *Supplement Task Ordering Procedures for EAST***, shall include an estimate of labor categories, a phasing schedule to include an outline of overall approach, and a firm fixed price for completing the task order.

Sample ID/IQ Task Order Description:

Solution Assessment for Office of Management and Budget (OMB) eGov Integration

The Government requires that the Offeror perform a Solution Assessment within thirty (30) days to support a newly required integration to an OMB eGov website. The Solution Assessment shall result in the following deliverables, which will be used by the Government to determine the feasibility of implementing the proposed application requirement and to generate follow on task orders as required. :

1. Proposed schedule for delivering the completed solution to meet the requirements as described below
2. Proposed Firm Fixed Price for the delivery of the completed solution, to include a description of the number and type of resources to be utilized on the effort

Government Requirement:

The Government has a requirement based on a new public law to capture and report specific procurement and financial data related to certain types of award documents to the Office of Management and Budget (OMB) via an integration with their newly created eGov website.

Basic Assumptions:

- The specific procurement and financial data is found partially in PRISM and partially in SAP

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- The systems that need to be integrated with the OMB eGov website include SAP and the Contract Management Module (CMM), i.e. CompuSearch PRISM
- The implementation must be in place for the start of the next fiscal year

High-Level Product Overview:

- Must comply with the OMB layout and formatting guidance
- Website automatically updated with the creation/modification/deletion of specific procurement/financial documents
- Acknowledgment of successful transmission must be provided to designated representative
- Audit reports/error logs must be available and provided to a designated administrator

TA8 Technical Approach Risk Assessment

The Offeror shall submit a risk assessment for the complete Technical Approach subfactor. The analysis shall identify and discuss risk factors and include an approach to mitigate the impact of the identified risks.

Subfactor 3 – Safety, Health and Environmental

This subfactor will be used to evaluate the Offeror's Safety, Health and Environmental program. The following will be evaluated:

SH1 Workplace Safety

The Offeror shall provide a Safety, Health, and Environmental (SHE) Plan in accordance with Provision **L.23**, Safety, Health, and Environmental (SHE) Plan, as part of Volume I, Mission Suitability. The plan shall describe the approach to developing and implementing an industrial safety, occupational, health, and environmental program. The Offeror shall submit for evaluation a draft version of the Safety, Health, and Environmental (SHE) Plan in accordance with DRD 1293SA-001, as set forth in Attachment **J-2**.

SH2 Safety, Health and Environmental Risk Assessment

The Offeror shall submit a risk assessment for the implementation of their Safety, Health and Environmental (SHE) Program at MSFC. The assessment shall identify the risk factors with implementing their SHE program and discuss the approach to mitigate the impact of the identified risks.

Subfactor 4 – Small Business Utilization Subfactor (SB)

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All Offerors must complete the portion of the instructions under Small Business Subcontracting specific to Small Business Subcontracting Plans. Although small businesses are not required to submit Small Business Subcontracting Plans, the instructions regarding small business subcontracting requests information more extensive than data about subcontracting plans. See paragraph (b) “Other” under Small Business Subcontracting. Small businesses, therefore, shall address small business participation to the extent that subcontracting opportunities exist. See FAR 52.219-8, *Utilization of Small Business Concerns*.

The instructions regarding SDB participation apply to BOTH large and small business Offerors.

SB1 Small Business Subcontracting

SB-1A - Small Business Subcontracting Plan (the Plan) Required by the FAR

This solicitation contains FAR clause 52.219-9, *Small Business Subcontracting Plan and its Alternate II*. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal. The plan shall also meet the requirements of FAR 19.704, Subcontracting plan requirements.

SB-1B- Goals

The Contracting Officer’s assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined), is as follows:

**Small Business Contract Goals
Table L.30-1**

Categories	% Goals
Small Business Concerns	18.00%
*Small Disadvantaged Business Concerns (Includes SDBs in both targ non-targeted areas.)	8.00%
Women-Owned Small Business Concerns	5.00%
Historically Under-Utilized Business Zone Small Business Concerns	3.00%
Veteran-Owned Small Business Concerns	2.00%
Service Disabled Veteran-Owned Small Business Concerns	1.50%
Historically Black Colleges and Universities/Other Minority Institutions (HBCU/OMI)	1.00%

SB – Small Business WOSB – Women-Owned Small Business SDB – Small Disadvantaged Business HBZ – HUBZone Small Business VO – Veteran-Owned Small Business SDVOSB – Service-Disabled Veteran-Owned Small Business

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*Although 15 U.S.C. 637(d) requires subcontracting plans to contain information about SDB concerns, case law prevents the Government from giving evaluation credit to business types based on race or ethnicity unless those businesses are in under represented industries. The Section M evaluation for SDB participation ensures that the Government only evaluates participation of SDB's in industries that are designated by the Department of Commerce as under represented. For purposes of the Small Business Subcontracting Plan, the proposed subcontracting goal for SDB's will be evaluated based upon the SDB's status as a small business.

(1) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, Offerors must perform an independent assessment of the small business subcontracting opportunities and are encouraged to propose goals exceeding the recommended goals where practical.

(2) The Plan submitted with the proposal shall be incorporated in Section J as Attachment **J-7** in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$550,000 or \$1,000,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(3) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (2) above in terms of percent of **TOTAL CONTRACT VALUE** (basic and all options combined). Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(4) As part of the Offeror's Small Business Subcontracting Plan submitted in accordance with the Section I FAR clause 52.219-9, Alternate II, Offeror's shall complete Exhibit 1 below. **SMALL BUSINESS SUBCONTRACTING PLAN GOALS**, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of **TOTAL CONTRACT VALUE** and a percent of **TOTAL PLANNED SUBCONTRACTS**. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option combined.

(NOTE: FOR PURPOSES OF THE SMALL BUSINESS SUBCONTRACTING PLAN, THE PROPOSED GOALS SHALL BE STATED AS A **PERCENT OF TOTAL SUBCONTRACTS**, NOT AS A PERCENT OF TOTAL CONTRACT VALUE, REFER TO THE BELOW EXAMPLE)

- (1) Example of Subcontracting Goals as expressed in both Contract Value and Subcontract Value for a contract proposed at \$100M and estimated subcontracts of \$50M.

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Example – Small Business Subcontracting Goals**Table L.30-2**

	Column A Contract Value Goal	Column B	Column C Subcontract Value Goal
Category	Percent of Contract Value	Dollar Value	Percent Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically Black Colleges and Universities/Other Minority Institutions (HBCU/OMI)	1.5 percent	\$1,500,000	3 percent

The Offeror proposes small business subcontracting goals as a percentage of contract value in column A.

Then based on the \$100 million contract value, the resulting statement of dollars that the Offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9, would be as indicated in column B.

However, the Small Business Subcontracting Plan shall also express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Small Business Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 would be recorded in column C.

Proposers should record their proposed subcontracting percentage goals in the Exhibit 1 below.

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Exhibit 1 - Proposed Subcontracting Percentage Goals
Table L.30-3

Categories	\$ Proposed	% Goals	% Proposed	% of SV
Value	\$			
Total Subcontracting	\$			
Small Business Concerns	\$	18.00%		
SDB Concerns (Includes SDBs in both targeted and non-targeted areas)	\$	8.00%		
Women-owned Small Business Concerns	\$	5.00%		
Historically Under-utilized Business Zone Small Business Concerns	\$	3.00%		
Veteran-owned Small Business Concerns	\$	2.00%		
Service-disabled Veteran Owned Small Business Concerns	\$	1.50%		
Historically Black Colleges And Universities/Other Minority Institutions (HBCU/OMI)	\$	1.00%		

SB-1C - Other

Large businesses are required to complete this section to further support proposed goals in their Small Business Subcontracting Plan. Small businesses are required to complete this section to the extent that subcontracting opportunities exist in their proposal.

- (1) Offerors who are large businesses shall provide rationale to substantiate the proposed goals in the Small Business Subcontracting Plan.
- (2) Offerors who are small businesses shall provide a breakdown of anticipated subcontracting, in terms of total contract dollars (basic requirement and each option separately) for both small business concerns and large businesses. Small businesses shall provide rationale to substantiate the anticipated subcontracting.
- (3) Offerors describe work that will be performed by the small business subcontractor(s). Information shall also include the identification of the quality of work to be subcontracted, such as that considered to be high technology and high quality of services (vs. a mere pass through) and integration of the subcontracted work into the total effort. If the subcontractor(s) is known, tie the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments).
- (4) If appropriate, proposals should discuss any plans to phase in contracting to SB concerns explaining the rationale for the phase-in plan.

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(5) Offerors shall provide information that demonstrates the extent of commitment to utilize small business concerns and to support their development. Information provided may include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business Offerors, this information should conform to applicable portions of your submitted Small Business Subcontracting Plan.)

SB-2 - Small Disadvantaged Business (SDB) Participation:**SB-2A - Small Disadvantaged Business Participation – Contract Targets:**

(1) The targets only include subcontracts with SDB concerns in those industries designated by the Department of Commerce as under represented areas by NAICS Industry Subsector. The General Services Administration has posted this Department of Commerce determination at <http://www.arnet.gov/References/sdbadjustments.htm>.

(2) After completing an independent assessment of the opportunities available for subcontracting with small disadvantaged firms, Offerors shall propose a target for SDB participation by completing Exhibit 2. The target for SDB participation in Exhibit 2 shall be expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined). For additional information on under represented areas by NAICS Industry Subsectors, Offerors may reference the following website: <http://www.arnet.gov/References/sdbadjustments.htm>.

Exhibit 2 – Proposed Target for SDB
Table L.30-4

<u>SDB Subcontractor</u>	<u>Work to Be performed</u>	<u>NAICS Subsector</u>	<u>\$ Value</u>	<u>\$ of Contract Value</u>

SB-2B - Other:

The information below is only requested to the extent that it pertains to SDBs in the authorized NAICS Industry Subsectors. Each Offeror shall:

- (1) Provide rationale to substantiate the proposed targets for SDB participation.
- (2) Briefly describe work that will be performed by SDB subcontractor(s). Information shall also include the identification of the quality of work to be subcontracted, such as that considered to be high technology and high quality of services (vs. a mere pass through) and integration of the subcontracted work into the total effort. If the subcontractor(s) is known, tie the work to the subcontractor and ensure consistency with Exhibit 2. Additionally, specify the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

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- (3) If appropriate, discuss any plans to phase in contracting to SDB concerns explaining the rationale for the phase-in plan.
- (4) Provide a brief description of the Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. For large business Offerors, this information should conform to its submitted Small Business Subcontracting Plan.
- (5) Identify, by contract number and contracting agency, any SDB subcontracting incentives earned under any Government contract(s) in the last three years. If incentives were available, but not earned, so state.

SB3 Small Business Utilization Risk Assessment

The Offeror shall submit a risk assessment for the complete Small Business Utilization subfactor. The analysis shall identify and discuss risk factors and include the approach to mitigate the impact of the identified risks.

L.31 VOLUME II – PRICE PROPOSAL INSTRUCTIONS**A. Introduction**

Price is important in determining the Offeror's understanding of the PWS requirements and the required resources. Price will be considered in evaluating Volume I and supporting sections, as well as in assessing the validity of the approach proposed for accomplishing the PWS in accordance with the requirements of the RFP and applicable Federal Acquisition Regulation (FAR), NASA FAR supplement (NFS), and governing statutory requirements.

Each Offeror is cautioned to submit its most competitive Price.

It is important that the Offeror include all requested price information. Failure to include all information will indicate a lack of understanding of the PWS requirements for contract performance.

B. General Instructions

1. The Offeror's total price shall include all mission services, and phase out for the contract period of performance including all options. The total price shall exclude phase-in cost which is to be priced separately and performed under a separate purchase order.
2. The Offeror shall assure that its proposal includes complete and factual price data. Submittal of only summary level direct labor prices is not acceptable. The Offeror shall link all forms, where applicable. Electronic links shall not be broken in Offeror's electronic submission.

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3. The Price Volume preparation instructions set forth herein are applicable to the Offeror as a prime contractor and any proposed major subcontracts. For cost volume purposes only, interdivisional and/or intra-company effort in excess of \$5,000,000 shall be considered “major subcontractor” effort. For purposes of this solicitation, major subcontracts are defined as any subcontract effort in excess of \$5,000,000 over the life of the contract.
4. The Prime Offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals. The prospective subcontractors have the option of submitting proprietary price data in a sealed envelope through the Prime Offeror or in the form of a complete price volume directly to the Government no later than the date and time specified in this RFP.
5. Comprehensive audits of the Offeror and any of the subcontractor’s proposals may occur should there be adequate reasons for undertaking the effort to ensure a fair and reasonable price to the Government. The decision to perform comprehensive audits will be made on a case-by-case basis upon receipt of the proposal.
6. A supplier or vendor that provides material only (i.e. no services), is not considered a subcontractor for the purpose of this proposal and should not provide a separate pricing model.

C. Price Proposal Format

1. The Offeror price volume shall include all government provided pricing templates which are hereby defined as the Excel Pricing Model (EPM) consisting of Workbooks and Templates which are found in Attachments **L-A5 and L-A6**. The EPM will be utilized as a Government evaluation tool. The price volume shall also include the Offeror’s Pricing Model (OPM). Offeror’s price volume that does not include both the EPM and OPM shall be considered an inadequate proposal submission. If an Offeror or subcontractor does not have a Government-approved or Government-adequate (see FAR 16.301-3) accounting system, that entity may use the EPM as its OPM. In this case, the submission of the EPM only will satisfy the requirement for submission of both EPM and OPM.
2. The Offeror shall submit its OPM based on their approved accounting practices and the Price Volume shall include price element reconciliation to the Excel Pricing Model. Any reference made to OPM is intended to include both the Offeror and its major subcontractors. Further, should there be discrepancies between the OPM and the EPM data, the EPM takes precedence. Any discrepancies between the OPM and EPM shall be clearly explained in Part 1, Section 2 of the Price Volume.
3. Electronic copies of the EPM, OPM and Basis of Estimate (BOE) shall be prepared and submitted in Microsoft Office 2003 applications (Word, Excel, and Power Point). Adobe Acrobat software and files in PDF format are not acceptable. All electronic files must be searchable and will not contain scanned documents. All electronic files associated with the EPM and the BOE shall not contain hidden formulas, tables, and shall not be locked

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or protected. The Offeror shall not alter proposal electronic spreadsheet file formats except for lengthening forms as appropriate, adjusting column widths, or correcting obvious errors that would preclude the submission of an accurate proposal.

4. All dollar amounts provided shall be rounded to the nearest dollar and presented in real dollars. All labor rates shall be rounded to the nearest cent (\$xx.xx). All indirect rates shall be expressed as percentages to the second decimal place (xx.xx%).

D. Preparation of Price Volume

1. The Offeror shall include all Price forms listed below in their proposal submission. In completing the forms, each prime and teammate/subcontractor shall propose Price in a manner that is consistent with their disclosed and/or approved estimating and accounting practices.
2. Offerors and major subcontractors are required to submit one hard copy and one electronic copy of the price proposal directly to the Government audit office identified in the cover page of the price proposal concurrent with submittal of the proposal to NASA.
3. The Price Volume for the Offeror and subcontractors shall consist of four separate parts, with each part consisting of one or more sections. Each part and section shall be clearly tabbed and labeled. The table below outlines the structure of the four parts and their respective Sections.

PRICE VOLUME TABLE OF CONTENTS

Price Volume II– Part 1: General Price Information
Section 1 – Cover Page and Table of Contents
Section 2 – Cost or Pricing Information and Supporting Data
Section 3 – Financial Accounting Standards (FAS) 13 Analysis
Section 4 – Basis of Estimate and Supporting Data
Section 5 – Copies of Subcontractor Analysis
Section 6 – Systems Reviews and Status Information
Section 7 – Financial Capability
Section 8 – Proposed Prime Offeror/Subcontractor Information Summary
Price Volume II– Part 2: Excel Pricing Model (EPM)
Section 9 – Workbooks/Templates: Attachment <u>L-A5</u> <i>EAST FFP Excel Pricing Model</i> Attachment <u>L-A6</u> <i>EAST ID/IQ Excel Pricing Model</i>

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Price Volume II– Part 3: Offeror Pricing Model (OPM)
Section 10 – Offeror Pricing Model
Price Volume II– Part 4: Contractor Basis of Estimate (BOE)
Section 11 – Contractor Basis of Estimate by PWS and supporting data

E. Specific Instructions**Section 1 – Cover Page and Table of Contents**

Cover Page – Prime and subcontractors shall provide the following information on the cover page of the price proposal:

- (a) Solicitation number
- (b) Name, address, and telephone number of Offeror
- (c) Name, title, telephone number, and fax number of Offeror's point of contact
- (d) Type of contract, place(s) and period(s) of performance
- (e) The total proposed amount in real dollars
- (f) Name, address, telephone and fax number of the Government cognizant contract audit office
- (g) Name, address, telephone and fax number of the Government cognizant contract administration office
- (h) Name and title of authorized representative of the company, and date of submission

Section 2 - Pricing Information and Supporting Data

1. Price data for rate application shall be presented by both contractor fiscal year and contract year (Clause F.2). In order to facilitate verification of the proposed rates and factors, if the contract year overlaps two contractor accounting (fiscal) years, the Offeror shall provide a separate application of rates for each of the contractor accounting (fiscal) years, which are totaled to arrive at the contract year price. Both the application of rates and totals must be clearly shown. Formats consistent with the Offeror's normal, disclosed, and/or approved estimating and accounting practices shall be used. The Offerors established labor classifications, by individual labor position (including hours and rates), and all other price categories (including overhead/burden rates), base amounts, and application of rates shall be clearly shown. Also a summary of total program price by element of price shall be provided.
2. In accordance with sound business practices and applicable labor laws, the Offeror and subcontractors shall propose reasonable labor rate increases and shall utilize, for labor rates not defined by the Union Agreements, or Forward Pricing Rate Agreement (FPRA), the following uniform rates of change for Calendar Years 2010 through 2015 escalation rates as provided below. These rates are for pricing purposes only:

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ESCALATION RATES**Table L.31-1**

Table of Wage Escalation by Calendar Year					
<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
3.0%	3.1%	3.2%	3.2%	3.2%	3.1%

Note: Some labor to be utilized in performance of this contract may be covered by the SCA. The Offeror shall specifically address how the proposed labor rates and anticipated escalation increases will be provided and processed per the applicable labor laws.

3. Should an Offeror determine the need for a different annual escalation rate, a written explanation and justification shall be included in the supporting information of Volume II. This explanation will include the rationale and methodology used for the annual escalation rate development, including escalation assumptions, sources of projections, and a clear description of the projected rate.
4. If a Forward Pricing Rate Agreement (FPRA) is issued, all rates contained therein and agreed to shall be used in the development of the proposed prices. For all FPRA and Forward Pricing Rate Proposals (FPRPs) utilized in an Offeror's price proposal, the Offeror is to provide a statement identifying the agreement by report number, date issued, and the issuing agency's office and phone number. A signed copy of the FPRA and/or FPRP is to be included. The financial impact on indirect rates imposed by the award of the EAST contract may require an Offeror to deviate from their FPRA. Should an Offeror deviate from the published FPRA agreement, a written explanation and justification shall be included in the supporting information, along with the rationale and methodology used for the varying rate development and a clear description of the projected rate.
5. Offerors that do not have established FPRA/FPRP are required to provide a narrative rationale explaining all proposed indirect rates, any assumptions, and basis of applications, as part of this section. Additionally, all Offerors shall complete and submit an "Overhead Template (Tab H)" for each proposed indirect rate, and a "General and Administrative Template (Tab H)" for each of their G&A rate(s).
6. Any business relationships between the Offeror and its subcontractors, both major and minor, beyond the apparent prime/subcontractor relationship shall be disclosed and fully recognized. Any discounts and/or favored treatment because of a business relationship, by virtue of an agreement or otherwise, shall be disclosed and explained.
7. For pricing purposes related to travel, the Offeror should assume 150 Government directed trips per year. The average trip duration is 3 days.

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8. For pricing purposes related to software license agreements the Offeror should refer to Attachment **J-19** for a description of the NEACC software inventory.

Section 3 – FASB 13 Analysis - Accounting For Lease Cost

If the Offeror or any major subcontractor proposes operating or capital leases, Financial Accounting Standard Board (FASB) 13 Analysis shall be performed, as required by FAR 31.205-36 and FAR 31.205-11, in determining the classification of a lease as operating or capital. This applies to facilities and equipment.

Section 4 – Basis of Estimates and Supporting Data

The Offeror and all major subcontractors shall provide a pricing narrative Basis of Estimate (BOE) for all proposed price elements by the third level PWS that explains in detail all pricing and estimating techniques, discloses the basis of all projections including a detailed explanation of learning curve application, rates, ratios, percentages, and cost/price estimating relationships, and explains all judgmental elements of cost/price projections. Detailed Basis of Estimates by PWS shall be provided in Price Proposal Volume II, Part 4, Section 11, *Contractor Basis of Estimate*, within a separate binder.

Section 5 – Copies of Subcontractor Analysis

The Offeror and all major subcontractors shall perform and submit a copy of a cost and/or price analysis of their subcontractors as required by FAR 15.404-3(b). The proposal shall provide details and a discussion on all adjustments made to the subcontractor's price proposal, including any adjustments based on technical findings, rate adjustments, and fee adjustments. The proposal shall provide a discussion on the use, or non-use, of any adjustments based on the Offeror's history with the subcontractor.

Section 6 – Systems Reviews and Status Information

The Offeror and all major subcontractors shall provide information related to their Cost Accounting Standards (CAS) Disclosure Statement, Contractor's Estimating System Review (CESR), Contractor's Procurement System Review (CPSR), Contractor's Employee Compensation System Review (CECSR), and Contractor's Accounting Systems.

The Offeror shall identify the type of review, including the results of the review, the cognizant Government agency performing the review, audit report number, date of the review, agency phone number, systems approvals status, and the last date of a systems approval

Section 7 – Financial Capability

Financial capability is an important element of success for the Offeror. Therefore, the Offeror shall submit one copy of the audited financial statements and accompanying notes for the last three (3) most recently completed fiscal years. This information is required only for the prime contractor. If a joint venture or partnership is proposed, then this information shall be provided

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for each participant in the joint venture or partnership. If the Offeror is, or will be, a newly formed business entity, a financial statement relating thereto should accompany the offer showing the contribution that each participant is required to make with regard to the entity's capital and equity, amount pledged or paid in to date by each of the principals, and the working capital availability. In addition, the Offeror shall discuss the funding requirements, and limitation of liabilities, if any, of all participants. The Offeror shall provide a summary of financial ratios including quick ratio, current ratio, summary of working capital, and debt to equity ratio.

Section 8 – Proposal Prime Offeror/Subcontractor Information Summary

All Offerors shall submit a completed Proposal Prime/Subcontractor Information Summary – Table L.31-2 for the prime, each team member(s) and all major subcontractors and 2nd tier subcontractors having a contract value of \$1,000,000 or greater (over all years) to provide information for use by NASA in the public contract award notification.

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PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY**TABLE L.31-2**

Offerors are to fill-in the italic areas in column 2 with the required information	
Prime or Subcontractor Name	<i>Identify name of the prime Offeror or subcontractor (This is the prime proposer).</i>
Title:	<i>The title of the effort you have subcontracted or the program name subcontracted (FOS- Annex X).</i>
Description:	<i>A brief non technical description of the work, including identification of the program, project and period of performance.</i>
Program:	<i>EAST</i>
Project:	
Period of Performance:	<i>The length from start date, mm/dd/yyyy to completion date of the contacted effort.</i>
Type of Action:	<i>Identify New Contract, Contract Modification, Exercise of Option, Exercise new task or delivery order, or other. If other state the nature of the type of action.</i>
Contract Type:	<i>Identify the contract type, CPFF, CPAF, FFP, T&M, CPIF, etc</i>
Company:	<i>The name of the Prime, Team Member or Subcontractor (This is a subordinate company to the prime or major sub.)</i>
Address:	<i>Full USPS street address to include suite or apartment numbers.</i>
Performance Location:	<i>City and State of the principal work performance location(s).</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX. <u>The 9 digit Zip code is a Mandatory Requirement.</u></i>
Estimated Price with Award Terms	<i>\$ amount rounded to the \$1,000.</i>
Subcontractors: (>5,000K)	<i>List all subcontractors and their business size status for each first tier subcontract worth \$5,000,000 or more for the total contract performance.</i>
Small Bus. Subcontracting Goals:	<i>Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any).</i>

Section 9 – Workbook/Templates

The goal of the EPM is to construct a comprehensive summary model of an Offeror's proposed cost/price volume in an automated format. It is not intended to replace an Offeror's own pricing model, structure and format required to be submitted as supporting information. Detailed instructions relative to individual templates are provided below.

All formulas used in the templates shall be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets is necessary, use of external links (source data not provided to NASA) of any kind is prohibited. The EPM and all its associated workbooks/files shall not be locked/protected or secured by passwords.

All electronic file/workbook names included in a proposal shall begin with the appropriate contract acronym i.e. EAST, hyphen, followed by the first three letters of your company name.

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For example: Assume your company name is ABC Company and you have completed the price templates required by this RFP; the file/workbook name would be EAST-ABC Attachment **L-A5**.xls. Offerors shall use the template below in naming individual worksheets/tabs within an Excel file/workbook. These templates are required for each prime Offeror, teaming partner, joint venture partner, or proposed major subcontractor that meets the major subcontractor threshold.

PRICE TEMPLATE FORMS**TABLE L.31-3**

<u>Excel File – EAST Attachment L-A5 Pricing Templates.xls</u>	
Tab	Title
A	Summary of Total Price
B	Application Point Band Pricing
C	Average Labor Rates by Standard Labor Category (SLC)
D1-D5	Labor Price (PWS 2.0)
E1-E5	Labor Price (PWS 3.1 and 3.2)
F	RESERVED
G	Software Licenses
H	Payroll Additives/Fringe
I	Overhead, G&A and Other Indirect
J	Productive Hours
K	Cost of Money
L	Phase-In Cost
M	RESERVED
<u>Excel File – EAST Attachment L-A6 Pricing Templates.xls</u>	
N	ID/IQ Fully Burdened Rates (FBR)
O	ID/IQ Prime Loaded Subcontractor FBR
P	ID/IQ Blended FBR by Team
Q	Summary of the FBR by NEACC Line of Business and Contract Year

Standard Labor Classification (SLC)

1. All Offerors and major subcontractors shall map proposed labor classifications to the standard labor classifications used in the Department of Labor (DOL) Service Contract Act (SCA) Directory of Occupations for non-professional positions, and the Office of Personnel Management (OPM) Government Employee Classification guides for professional level employees. Attachment **J-3A** contains descriptions of Standard Labor Category for non-exempt labor categories.
2. DOL's SCA Directory of Occupations labor classifications (SLC) are available on the Department of Labor (DOL) website located at the following URL: <http://www.wdol.gov/library.aspx>. The OPM Government employee classifications are available at the following websites: <http://www.opm.gov/qualifications> and <http://www.opm.gov/fedclass/html/gsseries.asp>.

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3. SLCs shall be used by the Offeror for proposal development. The Offeror shall develop its own price estimates using their established estimating system, compensation system, accounting system, and other systems that may apply. The Offeror shall include labor classifications with their corresponding labor rates sufficient to identify the entire spectrum of personnel associated with management, supervision, and/or other unique labor categories of the Offeror. The Offeror shall map the SLC to their proposed labor categories. The Offeror shall conform non-professional and additional/non-standard labor categories to DOL/SCA labor classifications. The Offeror shall describe its Conformance procedure (Reference FAR 52.222-41 (c)(2)(ii) and 29 CFR 4.6 (c)(2))

Instructions for completing the provided forms are as follows:

Note: Please place dividers between each printed section of the EPM

Tab A: Summary of Total Price

Tab A is designed to summarize the total price for the contract effort. This worksheet is linked to other Tabs within the Attachment **L-A5** *EAST FFP Excel Pricing Model* workbook with the exception of all Major and Minor Subcontractor line items which must be entered manually. There are no other fill-ins required. Automatic links should not be broken.

Tab B: Application Point Band Pricing

Tab B provides a template for the Offeror to propose pricing for the monthly Application Point band for PWS 3.2 along with an Application Point Unit Price (Reference Attachment **J-6**, *Application Point Requirements*). The Offeror is to complete the template for the Base Requirement (Part A) along with two (2) incremental increases (Parts B and C). Each incremental increase will be divided into three separate options with each option associated with a contract period of performance.

Part A:

The Offeror shall input the lower limit for the monthly Application Point band, the monthly price for the Application Point band, and a monthly Application Point Unit Price. Refer to Attachment **J-6**, *Application Point Requirements* for the Government defined monthly lower and upper Application Point limits. The Offeror's proposed monthly lower Application Point limit shall be greater than or equal to the Government defined monthly lower Application Point limit. The Offeror's monthly upper Application Point limit shall be equal to the Government defined monthly upper Application Point limit, and for convenience has been pre-populated in the Tab B template.

Part B (Options A, C and E):

The Offeror shall provide an additive price for increasing the upper and lower Application Point limit, as established in Part A, by 750 points. The Offer shall also provide a revised Application Point Unit Price.

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Part C (Options B, D and F):

The Offeror shall provide an additive price for increasing the upper and lower Application Point limit, as established in Part B, by an additional 750 points. The Offer shall also provide a revised Application Point Unit Price.

The Application Point Band pricing proposed by the Offeror in Tab B shall be incorporated as part of the model contract in Attachment **J-5B**, *EAST PWS 3.2 Band Option Price Schedule*.

Tab C: Average Labor Rates by Standard Labor Category (SLC)

Tab C is designed to map the Offeror's Labor Categories to the NASA provided Standard Labor Categories and accumulates labor by average rate, Line of Business, and contract year. The Offeror should input a weighted average for that labor category using the WYE and labor categories applicable to that standard labor category. Once an average rate is computed, verify or change escalation percentages for each year depending upon your accounting approach.

Tabs: D1– D5 Labor Price (PWS 2.0)

Tab D is provided specifically for PWS 2.0. The Offeror will input WYE by labor category. One Tab is provided for each contract year. Once the WYE has been input in a cell, a computation of dollars will be automatically calculated based on the productive hour factor as entered in Tab J and the average labor rate by labor category as entered in Tab C. The Offeror is required to input a fringe/Overhead rate and G&A rate in the indicated cells in order to generate a total by PWS.

Tabs: E1– E5 Labor Price (PWS 3.1 and PWS 3.2)

Tab E is provided specifically for PWS 3.1 and 3.2. One Tab is provided for each contract year. The Offeror shall input WYE by labor category, Delivery Function (PWS 5.0) and specifically for PWS 3.1, NEACC Line of Business. Once the WYE has been input in a cell, a computation of dollars will be automatically calculated based on the productive hour factor as entered in Tab J and the average labor rate by labor category as entered in Tab C. The Offeror is required to input a fringe/Overhead rate and G&A rate in the indicated cells in order to generate a total by PWS.

Tab: F: RESERVED**Tab G: Software Licenses**

Tab G provides an inventory of all Commercial Off The Shelf (COTS) software maintained by the Offer. The Offeror shall provide a complete list of all software licenses by item, description, and annual license price for each Contract Year.

Tab H: Payroll Additive/Fringe

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Tab H is designed to detail the fringe benefit cost (Group Health, Dental, Retirement, Sick Leave, etc.), and the payroll additives that are required by law. Part B of this Tab sums payroll additives by individual rate additive such as FICA calculations, workman's compensation application, unemployment tax, and any other additive the contractor considers applicable by location. Part A combines the payroll additive rate developed in Part B with the individual elements of fringe to obtain a fringe rate by year. The Offeror shall demonstrate that the estimates for fringe benefits shown in this Tab are incorporated into their proposed contract price in accordance with their normal accounting and estimating practices for each contract year. Part C provides a tool to exhibit the Health & Welfare cost per hour for each labor category in accordance with the Service Contract Act requirements for an hourly minimum. It is imperative that the Offeror demonstrate their understanding and compliance with the requirements of the Service Contract Act.

Tab I: Overhead, G&A, and Other Indirect

Tab I is designed to detail each overhead pool (labor overhead, material handling, and/or subcontract handling), G&A and any other applicable indirect rates. This template shall provide insight into the composition of the burden pool(s) for the proposed overhead rates. As supporting data, there are templates below the summary data that specify a breakout of specific cost accounts that are included in the individual cost pools. In addition, please provide cost history for the prior three years and for the term of the contract. The basis for projections of indirect rates shall also be provided with an explanation that demonstrates the impact that the award of this procurement will have on the pool and allocation base. The template also provides a formula to convert the Offerors accounting fiscal year to contract year. There is also a section provided for the Offeror to indicate the G&A ceiling by year.

Tab: J: Productive Hours

Tab J discloses the Offeror's and subcontractor's productive labor hours by CY. This estimate should be provided based on the typical productive and nonproductive hours per work year based on the Offeror's personnel and accounting policies and practices. Nonproductive time is all paid absences, e.g., vacations, holidays, sick leave, and other authorized paid absences. The Offeror shall indicate the productive hours for all major and minor subcontractors included in this proposal.

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Hours Available per Contract Year
TABLE L.31-4

<u>Contract Year</u>	<u>Hours</u>
1	2,080
2	2,088
3	2,088
4	2,088
5	2,088

Tab K: Contract Facilities Capital Cost of Money

Tab K provides the template to be used if Facilities Capital Cost of Money is proposed. In accordance with FAR 15.408(h), the Offeror shall submit DD Form 1861, showing the calculation of Facilities Capital Cost of Money.

Tab L: Phase-In Cost

Tab L provides a template for the Offeror to estimate costs associated with Phase-In. The RFP limits the Phase-In price to a total of no more than \$100K. This template provides the Government with an estimate of what cost the Offeror will incur and provides a mechanism for the Offeror to demonstrate their understanding of the requirements of Phase-In activities.

Tab M: RESERVED

Tab N: ID/IQ Fully Burdened Rates (FBR)

Tab N provides detail for labor rates and indirect burden rates that are input from Tabs C, H, and I templates of each Offeror/subcontractor to calculate the fully burdened rates.

Tab O: ID/IQ Prime Loaded Subcontractor FBR

Tab O adjusts a subcontractor's FBR by adding any additional prime contractor burdens to calculate a subcontractor fully burdened rate (SFBR).

Tab P: ID/IQ Blended FBR by Team

Tab P distributes prime FBR and SFBR rates by prime and subcontractor percentage of usage. These rates will be utilized in the Government's IDIQ model for contract years 1-5. The Offeror shall also provide complete rationale for establishment of the blended rates sufficient to demonstrate how the rates were compiled. This information shall be provided with the BOE data in the Cost Volume.

Tab Q: Summary of the FBR by NEACC Line of Business and Contract Year

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Tab Q provides the final summary by NEACC Line of Business of the ID/IQ FBR for each Offeror/Major Subcontractor.

The ID/IQ FBR proposed by the Offeror (both Prime and all Major Subcontractors) in Tab Q shall be incorporated as part of the model contract in Attachment **J-5A**, *EAST ID/IQ Labor Rates Schedule*.

Section 10 – Offeror’s Pricing Model (OPM)

The Offeror’s Pricing Model (OPM) shall be time-phased by contract year, and separated by PWS. Additionally, it shall follow the format specified in Table 15-2 of FAR 15.408. Offerors may incorporate as many of the EPM templates as necessary and/or desired.

The submission of scanned documents inserted into document applications such as Adobe PDF or MS Word DOC files is prohibited. All documents in an OPM shall be searchable and capable of being manipulated. These instructions, including the requirements for detailed cost/price and substantiation information are equally applicable to the prime Offeror and all major subcontractors.

Section 11 Contractor Basis of Estimate (BOE)

The Offeror and proposed major subcontractors shall submit a separate BOE in the Price Volume. The purpose of this section is to give the Government insight into the thought processes and methodologies used by the Offeror in estimating the labor skill mix by labor hours, Other Direct Costs, etc., required for successful performance on this contract for the price estimates. Emphasis should be placed on a description of the processes and methodologies themselves and how these relate to the technical approach described in the proposal. The BOE section shall be at the 2nd level PWS. The Offeror shall include a matrix allowing traceability to the Mission Suitability Volume and other pertinent parts of this Price Volume. The information provided under this part will be used to assess the reasonableness and realism of the Offeror’s price.

A BOE shall address elements as follows:

- (a) Narrative explaining how the Offeror arrived at the estimate of labor hours, including: if the estimate was based on similar program(s), in which case, identify and provide a reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, the Offeror’s company, or a product; or engineering judgment, in which case, explain the philosophies used.
- (b) Use of any other cost-estimating relationships to include learning curve analysis; explain the rationale for their use.
- (c) How subcontracts were estimated. The Offeror shall note if it has experience with the proposed subcontractor(s).

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- (d) Data to support Price Volume labor rates, labor hours by skill, relocation requirements, and Other Direct Costs.
- (e) Data to support any proposed price innovation to materials, equipment, or any other direct cost and the methodology utilized to estimate and quantify the price innovation for these items as they relate to the Price Volume.
- (f) Data to support the development of Applications Enhancement pricing to include the rationale for establishing the Application Point Band's lower limit, monthly band prices and Application Point Unit Price.

(End of Provision)

L.32 VOLUME III - PAST PERFORMANCE PROPOSAL INSTRUCTIONS

This must be a separate proposal volume. The full contents of this volume shall follow the organization of the sections, which follow, and the content shall be described in those sections.

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size, content, and complexity to the requirements of this acquisition. The information requested below is anticipated to be sufficient for purposes of the evaluation of past performance. However, Offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant past performance (within the established page limitations). Refer to FAR 15.305(a)(iii).

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of company and past performance as a whole and as related to the requirements of the proposed contract.

1. Information from the Offeror
 - a. The following past performance work package criteria matrix shall be used to determine the minimum contract value of past contracts and subcontracts in which the Offeror is required to provide information.

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Past Performance Criteria Matrix**Table L.32-1**

	Past Contract Reporting Value (in Millions of Dollars)	Major Subcontractor Value (in Millions of Dollars)
MSFC EAST	\$25.0M	\$5.0M

Based on the limits in the table above, the Offeror shall furnish the following information (paragraphs i through xiii below) for all information technology management services related contracts and subcontracts in which performance has taken place within the last five years. The combined total of the Offeror's and proposed major subcontractors' past prime/subcontract experience will be limited to five (5) responses. If the Offeror does not have five (5) contracts that exceed the values in the matrix above, then the Offeror may provide information on other relevant contracts. However, in no case will the total exceed five (5) responses. The Offeror shall consider the following similarities to the Enterprise Applications Service Technologies (EAST) contract in making their determination of relevance: technical requirements, contract type, and contract value

- i. Customer's name, address, and telephone number of both the lead contractual and technical personnel. Please verify the telephone numbers provided are current and correct.
- ii. Contract number, type, and total original and present or final contract value.
- iii. Date of contract, place(s) of performance, and delivery dates or period of performance.
- iv. Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that the work is or is not comparable with this procurement. In addition to this information, Offeror shall register this past performance in the matrix included in Paragraph 2 below.
- v. Method of acquisition: competitive or noncompetitive.
- vi. Nature of award: initial or follow-on.
- vii. Discuss any major technical performance problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer. Describe risk factors and methods used to mitigate risks. Identify contractual performance incentives and discuss Offeror's performance related to the incentives.
- viii. Discuss schedule performance and explain any failure(s) to meet contract schedules requirements. Identify contractual schedule incentives and discuss Offeror's performance related to the incentives. Discuss timeliness of technical, cost, and business reports.
- ix. Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable. Identify contractual cost

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incentives and discuss Offeror's performance related to the incentives. Discuss the accuracy of cost reports and performance in providing current, accurate, and complete billings.

- x. Average number of personnel on the contract per year and percent turnover of personnel per year.
- xi. Whether required to support fluctuating workloads, and evolving technology and techniques for doing so.
- xii. Discuss any management structure and issues including the effectiveness and efficiency of business management performance
- xiii. Discuss quality control requirements including compliance with quality requirements.
- xiv. Discuss prior work history with subcontractor partners.
- xv. Discuss experience operating within a multi-sourced environment (such as I³P which is spread across multiple service towers) where key services are provided by different contractors.
- xvi. Discuss past performance successes in working within a Firm-Fixed Price (FFP) model.
- xvii. Discuss past performance supporting the applications associated with NEACC Lines of Business.
- xviii. Discuss past performance supporting diverse applications in a common delivery model.
- xix. Discuss past performance successes leveraging ITIL Version 3.0.

b) Safety and Health; discuss past management attention and commitment to safety and health including corrective action. Lost Time Case (LTC) rate is one of the methods MSFC uses to evaluate their safety performance in previous contracts. It is not of concern that the North American Industrial Classification System (NAICS) is different than this contract, because the evaluation is against the national average for the given NAICS. Identify Lost Time Rate for the last 3 years, including the North American Industry Classification System (NAICS) Code.

- Provide in Chart form, Attachment **L-C**, *Form C5*, the Lost Time Case (LTC) rates for the last three calendar years for each contract or project comparable to this requirement. Include 1) the LTC, 2) number of cases that contained lost work days, 3) the total number contractor employees working on the contract/project, 4) and the total hours worked on each referenced contract/project. The NAICS is also required for each referenced contract/project. If teaming with another contractor they are also to provide this information. This information is also applicable to any subcontractors proposed on this contract.
- Total Reportable Injury Rate (TRIR) is another method MSFC uses to evaluate their safety performance company wide. This evaluation is against the NAICS provided on the proper OSHA Form 300A. Provide the OSHA 300A, "Summary of Work-Related Injuries and Illnesses" for the past three years. This information is also applicable to any subcontractors proposed on this contract.

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- c) Discuss any applicable specific features of Offeror's present technical proposal that have been utilized under past contracts.
 - d) Discuss any lessons learned from past performance that are applied to the current proposal. If there is a specific technical or management feature that Offeror wishes to have customers address in their responses to the questionnaire required in Paragraph 3 below, include a description of the proposed feature in the prescribed space in the questionnaire.
 - e) The Offeror shall provide a list of any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer. Include contracts that were "descoped" by the customer because of performance or cost problems. This information is excluded from the 5 contract maximum discussed above.
2. In order to match past performance information with the relevant sections of the current PWS, and ID/IQ Sample Task Order (TO), Offerors shall present a summary of applicable past performance information in matrix form as described by the table below. The table below is an example only. The required matrix format is incorporated into this RFP as described below in the sample past performance matrix. In the first column of this matrix, insert the Contract Identifier - either a contract number, customer name, or other unique identifier that clearly identifies the contract and matches it with the past performance information submitted pursuant to the above instructions. In the other columns of the matrix, indicate the work the member of Offeror's team has performed that is similar or related to each element of the current requirement as laid out in the matrix. If member of Offeror's team performed as a prime contractor, insert a "P" in the appropriate block. If member of Offeror's team performed as a subcontractor, insert an "S" accompanied by a subscript number to indicate the subcontract tier. See the sample matrix below:

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**Sample Past Performance Matrix
Table L.32-2**

References	BASIC PWS	PWS X.X	PWS X.X	PWS X.X	PWS X.X	PWS X.X	TO 1
USAF/ F41608-98-D-0012		P			P	P	
NASA/NAS5-00325			P		P	P	
EPA/S-08536			S ₁	S ₁	S ₁		
DOJ/M-12345		S ₂		S ₂		S ₂	
XYZ Corp.		S ₁		S ₁	S ₁		S ₁

3. A Past Performance Questionnaire is provided as Attachment **L-C**, *Form C3* to this solicitation. Offerors (including major subcontractors when applicable) shall complete the Offeror fill-in sections of the questionnaire and forward this questionnaire to their contracting and technical representatives for final completion. The Offeror shall include a summary of all representative customers whom it has provided Past Performance Interview/Questionnaire Forms and advise those customers of the past performance proposal due date and delivery location. This summary should match the responses (limited to no more than 7) identified in 1.a of this provision. Ensuring that questionnaires are completed and provided to the proposal delivery address is the sole responsibility of the Offeror. The Offeror may permit its customers to transmit the Questionnaire responses via e-mail, directly to the work package Contracting Officer(s). However, the Government cannot guarantee security of e-mail submissions. Additional instructions for completing the Past Performance Questionnaires are contained on the form.

(End of Provision)

**L.33 VOLUME IV - STANDARD FORM 33 AND SUBMITTAL OF OFFER
(CONTRACT VOLUME)**

1. SF 33

Offeror Fill-Ins and Section K. A Standard Form 33 has been provided in this solicitation. Blocks 12 through 18 of the SF 33, the indicated Offeror required fill-ins in Sections B-K, and all required plans (as specified in section L) must be completed. The signed SF33, all pages with the required fill-ins, and all of Section K (completed and signed) must be submitted with Offeror's proposal. The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract.

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The Offeror shall also complete the following sections of the RFP and include a complete copy of the RFP (Sections B-M plus Forms and Exhibits) in this volume following the SF33s.

Fill-In Requirements**Table L.33-1**

Section	Fill-in Required
A-SF33	Sections 12-18
B- Clause <u>B.2</u>	Table <u>B.2A</u> – Matrix of CLINs
B- Clause <u>B.3</u>	Total Firm Fixed Price
B- Clause <u>B.4</u>	Table <u>B.4A</u> – Application Point Unit Price
H- Clause <u>H.14</u> , Table <u>H.14-A</u>	Key Personnel
Attachment <u>J-5A</u>	EAST ID/IQ Labor Rate Schedule
Attachment <u>J-5B</u>	EAST PWS 3.2 Band Option Price Schedule
Attachment <u>J-5C</u>	EAST PWS 3.2 Base Price Schedule
J- Attachment <u>J-7</u>	Small Business Subcontracting Plan
J- Attachment <u>J-12</u>	Safety, Health & Environmental Plan
Section <u>K</u> (All)	Certifications and Representatives as applicable

In the event the Government elects to award a contract from initial proposals without discussions, the signed SF33 and completed RFP will form the executed contract.

2. Offer Acceptance Period

It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of not less than 270 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, “Instructions to Offerors--Competitive Acquisitions”, a different (longer) validity period may be proposed by the Offeror.

3. Summary of Deviations/Exceptions

List all exceptions to the terms and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. This list must include all exceptions, both “business” and “technical”. Any exceptions must contain sufficient amplification and justification to permit evaluation. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions or one or more

SECTION L

significant exceptions not providing any obvious benefit to the Government may, however, result in rejection of such proposal(s) as unacceptable. Highlight exceptions in the margin of the proposal where they appear in the text. Include the reason for the exception, or refer to where the reason is addressed in the proposal. Offerors are cautioned that exceptions may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

4. Additional Information to be Furnished

Team Member/ Subcontractor List

At the beginning of the contract volume, the Offeror shall provide a summary listing (by name and address) of all team members, joint venture partners, subcontractors, and vendors that have been identified by name throughout the Offeror's proposal, the contract value associated with each entity, and the percentage of total work assigned to each entity.

(End of Provision)

SECTION L

L.34 LIST OF ATTACHMENTS TO SECTION L

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>PAGES</u>
ATTACHMENT L-A	A3 Fringe Policy Questionnaire	L-A3-1 – L-A3-8
	A5 EAST FFP Excel Pricing Model	L-A5-1 – L-A5-TBD
	A6 EAST ID/IQ Excel Pricing Model	L-A6-1 – L-A6-TBD
ATTACHMENT L-B	Background and Historical	L-B-1 – L-B-88
Attachment L-B1	Resource Baseline	L-B1-1 – L-B1-137
ATTACHMENT L-C	Form C1 - Key Personnel Position Description	L-C-1 – L-C-3
	Form C2 – Job Description/Qualification Form	L-C-4 – L-C-5
	Form C3 – Past Performance Questionnaire	L-C-6 – L-C-14
	Form C4 – Subcontracting Past Performance Template	L-C-15
	Form C5 – Lost Time Case Rates Matrix	L-C-16

(End of Provision)

[END OF SECTION]

Section M

EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

M.2 AWARD WITHOUT DISCUSSIONS

As provided for in FAR 52.215-1 "Instructions to Offerors--Competitive Acquisitions", the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals (see NFS 1815.306(c)(2)).

(End of Provision)

M.3 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL**a) General**

The proposed procurement will be evaluated in accordance with procedures prescribed by the Federal Acquisition Regulation (FAR) and the NASA FAR Supplement (NFS).

The attention of Offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A best value trade-off process, as described at FAR 15.101-1 will be used in making source selection.

b) Source Selection

A Source Evaluation Board (SEB), appointed by the Agency Chief Information Officer at NASA Headquarters, will evaluate the offers submitted in response to this Request for Proposal (RFP). Proposal documentation requirements set forth in this RFP are designed

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to provide guidance to the Offeror concerning the type of documentation that must be submitted to the SEB.

c) Source Selection Authority (SSA)

Source selection will be made by the Agency Chief Information Officer at NASA Headquarters.

d) SEB Membership

The voting members of the SEB are:

Amy Stapleton
Vann Jones
Steve Smartt
Randy Sparkman
Anita Webster

e) Evaluation Factors and Subfactors

- 1) Acceptable offers will be evaluated using the following factors as generally described in NFS 1815.304 and NFS 1815.305
 - Mission Suitability (M.5)
 - Price (M.6)
 - Past Performance (M.7)
- 2) The detailed descriptions of the factors and subfactors are set forth in M.5 through M.7.

f) Relative Order of Importance of Evaluation Factors

- 1) While only the Mission Suitability Factor is scored, in order to provide Offerors with an indication of the relative importance of the three factors, the following information is furnished:

In accordance with FAR Part 15.101-1, this acquisition selection will be made using a best value tradeoff analysis. All evaluation factors, Mission Suitability, Past Performance, and Price, are essentially equal to each other.

- 2) Per FAR 15.304(e) the following information is provided: All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(End of Provision)

M.4 MISSION SUITABILITY FACTOR

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The Mission Suitability factor and associated subfactors will be used to evaluate the feasibility and soundness of the Offeror's proposed approach in satisfying the requirements of the Performance Work Statement (PWS). The Offeror's degree of understanding of the PWS requirements will be assessed in all Mission Suitability subfactors. The Mission Suitability subfactors are listed below. Proposals will be evaluated and scored using the adjectival rating, definitions and percentile ranges at NFS 1815.305(a)(3)(A). The subfactor scores will be added to arrive at the total Mission Suitability points. The Mission Suitability evaluation shall consider the adequacy of the Offeror's proposed approach to meeting the requirements of the solicitation including the appropriateness of the Offeror's proposed resources.

The subfactors to be used in evaluating Mission Suitability and their corresponding weights reflecting relative importance are listed below:

Mission Suitability Subfactor	Weighting
Management and Staffing Approach	350 points
Technical Approach	500 points
Safety, Health and Environment (SHE)	50 points
Small Business Utilization	100 points
Total	1,000 points

Note: The order of the elements delineated within each subfactor below should not be construed as representative of the relative importance of the subfactor elements for evaluation purposes. There are no discrete point values attached to any of the subfactor elements.

Subfactor 1 – Management and Staffing Approach

The evaluation of the Management and Staffing Approach subfactor will consider how well the Offeror's proposal demonstrates an overall understanding of the requirements, as well as the extent to which the proposed approach reflects the capabilities necessary to result in optimum achievement of the PWS requirements. The adequacy, completeness, relevancy to requirements and excellence of the Offeror's approach will be evaluated.

MA1 Management Strategy / Organizational Structure Approach

The Offeror's proposed Management Strategy / Organizational Structure Approach will be evaluated including: the efficiency, effectiveness and rationale of the organizational structure, teaming relationships, and organizational elements; integration of teaming partners/subcontractors into the management and supervisory hierarchy; strategy for the customer relationship management function and the success criteria for meeting the contract objectives; and prevention of the loss of corporate knowledge and critical skills throughout the life of the contract and avoiding single points of failure.

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MA2 Key Positions / Key Personnel Approach

The Offeror's proposed Key Positions / Key Personnel Approach will be evaluated; including: the rationale for designating a particular position as key; qualifications and demonstrated performance of key personnel along with the percentage of time each key person will devote to the position; availability and commitment of the proposed key personnel; and approach and techniques for backup and replacement of key personnel throughout the life of the contract and for limiting impact to the Government in the event of key personnel absences or vacancies.

MA3 Staffing, Compensation, and Retention Approach

The Offeror's proposed Staffing Approach will be evaluated including: the plan for both prime and subcontractors for obtaining, utilizing and maintaining a qualified workforce including the number of personnel per skill category and organizational element; identification of critical skills; identified critical management, administrative and technical functions in addition to key personnel descriptions and the approach to filling these positions; sources of staffing and approach for handling any fluctuations in staffing; Job Descriptions/Qualifications (JD/Q) forms; recruitment and retention of incumbent personnel including its policy for recognizing seniority of incumbent personnel, as well as intention regarding salaries/wages/fringe benefits to be paid to incumbent employees; the Total Compensation Plan (TCP) and personnel policies (including teammates/major subcontractors); fringe benefit policies and practices; the approach to handling the potential impact of different compensation structures, including salary levels; compensation structure based on labor classifications, and the approach to establishing a salary for each labor classification identified in Attachment **J-3**; the approach for retaining critical personnel and managing attrition.

MA4 Phase-In Plan

The Offeror's Phase-In Plan will be evaluated including: the strategy and approach for assuming all responsibilities described in the PWS; implementation of all proposed processes and strategies; approach for the continuation of all work in progress and for assimilating all tasks into the EAST contract structure.; approach for assuming responsibility for NEACC maintenance and license agreements per Attachment **J-19**; proposed approach for integrating Contractor systems with the NASA Enterprise Service Desk (ESD); proposed key milestones and schedule; approach for identifying, addressing, and dispositioning problems and issues; and identification of Phase-in staffing approach and management team.

MA5 I³P Integration Approach

The Offeror's I³P Integration Approach will be evaluated including: the approach for integrating the Offeror's Tier 2 Service Desk systems with the NASA ESD; for integrating the Offeror's request fulfillment processes with the NASA ESRS; for leveraging ITIL Version 3 aligned processes to achieve the goals of I³P; and for

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implementing a change to a configurable item that may impact other services or configurable items managed by other I³P providers; and approach for alignment with NASA CIO governance, for ensuring an effective working relationship with the Government and other contractors, and for establishing and executing Associate Contractor Agreements (ACAs).

MA6 Management and Staffing Approach Risk Assessment

The Offeror's risk assessment and proposed mitigations for the complete Management and Staffing Approach subfactor will be evaluated.

Subfactor 2 – Technical Approach

This subfactor will be used to evaluate the Offeror's overall technical approach and capability as it relates to all requirements defined in Attachment **J-1**, PWS. The adequacy, completeness and technical soundness of the Offeror's technical approach will be evaluated including:

TA1 Sustaining Factory Operations Approach

The Offeror's proposed Sustaining Factory Operations Approach will be evaluated including: end-to-end processes, techniques and tools; the method for managing Delivery Function (PWS 5.0) resources in a manner that accommodates fluctuations in workload conditions; methods for managing and optimizing technical operational; methods for ensuring compliance with NASA standards; and the Infrastructure Optimization Approach for continuously assessing, planning, proposing, and implementing upgrades/improvements to hardware, software, and services.

TA2 Improving Service Levels & Efficiencies Approach

The Offeror's proposed Improving Service Levels & Efficiencies Approach will be evaluated including: approach for measuring and improving the quality and efficiency of the NEACC factory and EAST Delivery Functions (PWS 5.0) and how the projected efficiencies are reflected in the pricing of Applications Maintenance (PWS 3.1) and Applications Enhancement (PWS 3.2) .

TA3 Factory Management Approach

The Offeror's proposed Factory Management Approach will be evaluated including: the method for leveraging Service Level Management capabilities and for measuring Service Level performance; the Draft Application Point Capacity Management Plan; an assessment of the effectiveness of the current NEACC Release Management processes and proposed approach with a timeline for improving those processes over time; the

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method for maintaining and executing test scenarios as well as maintaining, executing and improving overall quality and efficiency of application testing; the method for ensuring the effectiveness of the Solution Design services; the method for assessing the current promote-to-production application landscapes and proposed approach with a timeline for improving the landscapes; and the method for managing documents and configuration information.

TA4 Application Functional Support Approach

The Offeror's proposed approach for implementing Application Functional Support requirements as defined in Attachment **J-1** – PWS 5.2 will be evaluated including the approach for working with NEACC BPS as defined in Attachment **J-17**, *NEACC Process Guidelines*.

TA5 Information Assurance Approach

The Offeror's proposed approach for implementing Information Assurance requirements as defined in Attachment **J-1**, PWS 5.5, will be evaluated including: the approach for optimizing these services over time; and the method for addressing business continuity and availability requirements.

TA6 Maintenance and Optimization of Key Platforms Approach

The Offeror's proposed Maintenance and Optimization of Key Platforms Approach for maintaining, integrating and extending the Enterprise Service Bus (ESB), Business Intelligence, and User Facing Web Infrastructure platforms will be evaluated.

TA7 Sample Indefinite Delivery/Indefinite Quantity (ID/IQ) Task Order Approach

The Offeror's proposed Sample ID/IQ Task Order Approach will be evaluated including the Offeror's understanding of the requirements as evidenced by the proposed Task Order Plan.

TA8 Technical Approach Risk Assessment

The Offeror's risk assessment and proposed mitigations for the complete Technical Approach subfactor will be evaluated.

Subfactor 3 – Safety, Health and Environmental

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This subfactor will be used to evaluate the Offeror's Safety, Health and Environmental program. The following will be evaluated:

SH1 Workplace Safety

The Offeror's Safety, Health, and Environmental approach will be evaluated, to include the Offeror's Safety, Health, and Environmental (SHE) Plan in response to DRD 1293SA-001, *Safety, Health, and Environmental Plan*.

SH2 Safety, Health and Environmental Risk Assessment

The Offeror's Safety, Health, and Environmental approach risk assessment will be evaluated, to include the Offeror's risk assessment and risk mitigation approach for the Safety, Health and Environmental (SHE) subfactor.

Subfactor 4 – Small Business Utilization

The evaluation of Small Business Subcontracting applies to all Offerors. Although small business concerns are not required to submit a Small Business Subcontracting Plan as required by FAR clause 52.219-9, *Small Business Subcontracting Plan* and its *Alternate II*, NASA will evaluate small business subcontractor participation to the extent that subcontracting opportunities exist.

SB1 Small Business Subcontracting**SB-1A – Small Business Subcontracting Plan (the Plan) Required by the FAR**

The Offeror's subcontracting plan content will be evaluated as cited in FAR 52.219-9 and in terms of meeting the requirements of FAR 19.704, Subcontracting plan requirements.

SB-1B - Goals

The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Small Business Subcontracting Plan will also be evaluated in terms of the reasonableness and soundness of the Offeror's independent assessment to achieve the proposed overall subcontracting goals and the individual subcontracting goals by category. The evaluation will include the reasonableness of rationale for any goal that is less than the Contracting Officer's recommended goal for any category, the reasonableness of efforts made to establish a goal for that category, as well as on-going efforts, if any, the Offeror plans during

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performance to increase participation in that category. This evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.

SB-1C - Other

The Offeror's plan will be evaluated for other commitments designed to ensure maximum participation for small businesses. The government will evaluate:

- (1) The reasonableness and quality of the rationale provided to substantiate the proposed goals in the Small Business Subcontracting Plan.
- (2) For small businesses not required to submit a Small Business Subcontracting Plan, the extent, reasonableness, and quality of small business subcontracting participation to the extent that subcontracting opportunities exist.
- (3) The reasonableness and quality of the rationale specific to work that will be performed by the small business subcontractor(s). The quality of work to be subcontracted, such as that to be considered high technology and high quality of services (vs. a mere pass through) and integration of the subcontracted work into the total effort will also be evaluated. NASA will also evaluate the extent to which SB concerns are specifically identified and the extent of commitment to use SB firms (for example, enforceable commitments vs. non-enforceable commitments.)
- (4) The rationale, reasonableness, and quality of any proposed plans to phase in contracting to SB concerns.
- (5) The reasonableness and quality of information demonstrating the extent of commitment to utilize small business concerns and to support their development.

SB-2 - Small Disadvantaged Business (SDB) Participation**SB-2A - Small Disadvantaged Business Participation – Contract Targets**

Separately from Small Business Subcontracting, NASA will evaluate SDB participation. NASA will evaluate the reasonableness of proposed SDB participation in the approved NAICS Industry Subsectors against total contract value.

SB-2B - Other

- (a) Additionally, NASA will evaluate other information as follows only to the extent that it pertains to SDBs in the authorized NAICS Industry Subsectors:
 - (1) The reasonableness and quality of the rationale provided to substantiate the proposed targets for SDB participation.

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- (2) The reasonableness and quality of the rationale specific to work that will be performed by the SDB(s). This will include favorable consideration of work subcontracted to qualified SDB(s), such as that considered to be high technology and high quality of services (vs. a mere pass through) and integration of the subcontracted work into the total effort.. NASA will also evaluate the extent to which SDB concerns are specifically identified and the extent of commitment to use SDB firms (for example, enforceable commitments vs. non-enforceable commitments.)
- (3) The reasonableness and quality of any proposed plans to phase in contracting to SDB concerns.
- (4) The reasonableness and quality of the Offeror's planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. Procedures and structure will also be evaluated from the standpoint of ensuring attainment of the SDB targets.
- (5) Any SDB subcontracting incentives earned as an indicator of commitment to utilize SDBs.

(End of Provision)

SB3 Small Business Utilization Risk Assessment

The Offeror's risk assessment and proposed mitigations for the complete Small Business Utilization subfactor will be evaluated.

M.5 PRICE FACTOR

(a) The adequacy, reasonableness, and realism of the Offeror's price and any elements of price will be evaluated. The consistency between the Mission Suitability and the Price Volumes will be considered in determining the Offeror's understanding of the EAST PWS. The Offeror is cautioned that Price Volumes that do not include all requested information may also indicate a lack of understanding of the PWS requirements.

(b) Assessment of Price

The Offeror's proposed price for the contract requirements will be calculated as the sum of the mission services price for the contract period of performance, including all contract period of performance options, all Application Point Band options, a Government-calculated ID/IQ value using Offeror-provided fully burdened labor rates applied to a Government predetermined number of labor hours, and a calculated Application Point Unit Price value using Offeror-provided Application Point Unit Prices applied to a Government predetermined number of annual Application Points.

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(c) Assessment of Price Risk

Based on the price analysis, the SEB will identify any price or elements of price that appear to be out-of-line, inadequate, unrealistic or unreasonable for the services priced.

After identification of omissions, inconsistencies, out-of-line, inadequate, unrealistic or unreasonable prices or elements of prices, the SEB will determine if these inconsistencies represent a risk to providing the services in accordance with the terms of the contract. Based on these identified risks the SEB will assess a price risk level as follows:

Low Risk	The SEB has identified no price risks, or only minor price risks, that impact providing the services at the proposed price in accordance with the terms of the Contract.
Medium Risk	The SEB has identified price risks that may impact, but not substantially impact, providing the services at the proposed price in accordance with the terms of the Contract.
High Risk	The SEB has identified quotation price risks that may substantially impact providing the services at the proposed price in accordance with the terms of the Contract.

The SEB will identify and document all risks relative to price and report these along with a price risk to the SSA.

(d) Government Calculated ID/IQ Value

(1) The Government will compute a price utilizing blended ID/IQ rates derived from the ID/IQ rates proposed in Attachment **J-5A**, *EAST ID/IQ Labor Rates Schedule*. The computed price will be established utilizing a Government formula (as defined in the ID/IQ Government Price Model below) which consists of a predetermined skill mix and allotment of hours applied to the blended ID/IQ rates. The Offeror shall provide clear traceability between the prime and subcontractor rate delineated in Attachment J-5A *EAST ID/IQ Labor Rates Schedule*, and the blended rates in Attachment L-A5, Tab P, which are provided for evaluation purposes. The Offeror shall also provide complete rationale for establishment of the blended rates sufficient to demonstrate how the rates were compiled. This information shall be provided with the BOE data in the Price Volume.

(2) The Government's estimated skill mix and allotment of hours will not be provided to the Offeror, but will be included in the Government Source Evaluation Plan approved by the SSA. The ID/IQ scenario will be used for evaluation purposes only. The Government will utilize the "Government Worksheet-ID/IQ Price Model" provided below as part of this exercise. Blended (i.e., a weighted average of the Prime and

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Subcontractor proposed ID/IQ rates) fully burdened ID/IQ labor rates from Section L.31, Section 9, Tabs N-Q, will be populated by the Government on this form, along with the SEB's predetermined skill mix and allotment of hours to arrive at a total evaluated ID/IQ price.

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Labor Categories	Labor Hours (Gov't Provided)	x	Fully Burdened Labor Rate (From Offeror's Attach. J-5)	=	Total (Gov't Calc)
Program Manager		X		=	
Senior Manager		X		=	
Technical Area Manager		X		=	
Human Resources/Labor Relations Manager		X		=	
Planner/Scheduler		X		=	
Contracts/Subcontracts/Purchasing Manager		X		=	
Contract/Subcontracts/Purchasing Specialist		X		=	
Business Specialist		X		=	
Secretary		X		=	
General Clerk II		X		=	
General Clerk III		X		=	
Systems Engineer I		X		=	
Systems Engineer II		X		=	
Systems Engineer III		X		=	
Software Engineer I		X		=	
Software Engineer II		X		=	
Software Engineer III		X		=	
IT Security Engineer I		X		=	
IT Security Engineer II		X		=	
IT Security Engineer III		X		=	
Computer Programmer I		X		=	
Computer Programmer II		X		=	
Computer Programmer III		X		=	
Computer Programmer IV		X		=	
Computer Systems Analyst I		X		=	
Computer Systems Analyst II		X		=	
Computer Systems Analyst III		X		=	
Computer Operator I		X		=	
Computer Operator II		X		=	
Computer Operator III		X		=	
Computer Operator IV		X		=	
Computer Operator V		X		=	
Government Worksheet-ID/IQ Price Model Amount				=	

NOTE: The Offeror shall not complete this Government worksheet. The labor hours are identified in the Source Evaluation Plan prepared prior to the issuance of the final RFP and will be utilized by the SEB to calculate a price.

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(e) Application Point Unit Price (ARC/RRC)

(1) The Government will compute a price utilizing the Offeror's Application Point Unit Price (ARC/RRC) as proposed in Attachment **J-5B**, *EAST PWS 3.2 Band Option Price Schedule* and Attachment **J-5C**, *EAST PWS 3.2 Base Price Schedule*. The computed price will be calculated utilizing a Government formula (as defined in the Government Price Model below) which consists of a predetermined number of annual application points applied to the Offeror's proposed Application Point Unit Price for the Base application band requirement and each application band option (Options A – F).

(2) The Government's number of Application Points will not be provided to the Offeror, but will be included in the Government Source Evaluation Plan approved by the SSA. The Government will utilize the "Government Worksheet-Application Point Unit Price Model" provided below as part of this exercise. Application Points will be populated by the Government on this form to arrive at a total evaluated Application Point price.

		Application Points (Gov't Provided)	X	Unit Price (From Offeror's J-5B and J-5C)	=	Total (Gov't Calculated)
CY-01	Base		X		=	
	Option A		X		=	
	Option B		X		=	
CY-02	Base		X		=	
	Option A		X		=	
	Option B		X		=	
CY-03	Base		X		=	
	Option C		X		=	
	Option D		X		=	
CY-04	Base		X		=	
	Option C		X		=	
	Option D		X		=	
CY-05	Base		X		=	
	Option E		X		=	
	Option F		X		=	
Government Worksheet-Application Point Unit Price Model Total Amount						

NOTE: The Offeror shall not complete this Government worksheet. The Application Points are identified in the Source Evaluation Plan prepared prior to the issuance of the final RFP and will be utilized by the SEB to calculate a price.

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(f) The Offeror's total price as described in subparagraph M.6, (a) above plus the ID/IQ price value and the Application Point Unit Price (ARC/RRC) value will be reported to the Source Selection Authority (SSA), along with the SEB's assessment of Price Risk. The proposed Phase-In price will be identified separately from the Total price. The overall adequacy and realism of the proposed Phase-In price will be reported to the Source Selection Authority.

(End of Provision)

M.6 PAST PERFORMANCE EVALUATION FACTOR

The Past Performance evaluation will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2), "Past performance evaluation". The approach to evaluating past performance is provided below in accordance with FAR 15.305(a)(2).

The Offeror's overall corporate past performance, to include the corporate past performance of any proposed teammates/subcontractors, will be evaluated. Emphasis will be given to the extent of direct relevant corporate experience and quality of past performance on previous contracts that are relevant to the effort defined in this RFP. Greater emphasis will be placed on more recent experience and past performance. This area is not numerically scored, but is assigned an adjective rating and reported to the SSA for consideration in making a selection. The adjective rating system/definitions set forth in NFS 1815.305(a)(2)(A) will be utilized in the evaluation of past performance.

The evaluation will consider past performance information provided by Offerors and information from other sources. In addition to Offeror provided references, the NASA past performance database and references known to the SEB will be checked as deemed necessary. The Interview/Questionnaire form shall be used to solicit assessments of the Offeror's performance from the Offeror's previous customers. All pertinent information, including customer assessments and any Offeror rebuttals, if appropriate, will be made part of the evaluation records and included in the evaluation. Relevancy of past performance will also be assessed utilizing, as a minimum, the areas of: (1) types of services provided; (2) size and complexity of the contract; and (3) contract type.

However, Offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. Refer to FAR 15.305(a)(2)(iv).

The Offeror's safety, health, and environmental performance and Lost Time Case (LTC) rate will be evaluated." Each referenced contract/ project LTC rate will be averaged (3 years) and compared to the latest available Department of Labor (DOL) Bureau of Labor Statistics (BLS) LTC rate national average for the given NAICS.

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The Offeror's Total Reportable Injury Rate (TRIR) rate will be evaluated. The TRIR will be evaluated by averaging (3 year) the Contractor's OSHA Form 300A "Total number of other recordable cases" and comparing it to the latest available DOL BLS national average for the NAICS provided on the Contractor's OSHA Form 300A.

The Offeror, including subcontractors' and teammates', voluntary turnover history for the past 3 years for exempt and nonexempt employees (or other major categorizations used by the Offerors) for the Corporate entity bidding on this contract will be evaluated.

(End of Provision)

[END OF SECTION]

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